# FRANCHISE DISCLOSURE DOCUMENT


**JB Brothers, Inc. ("Poké Bar Dice & Mix")**
**A California Corporation**

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gopokebar@gmail.com
www.ilovepokebar.com


JB Brothers, Inc. offers restaurant franchises selling poké under the name Poké Bar Dice & Mix® ("Poké Bar"). The total investment necessary to begin operation of a Poké Bar franchise is $157,800 to $438,000. This includes $30,000.00 that must be paid to the franchisor or its affiliate(s).

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 this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Yoon Ho Ju at 3470 Wilshire Boulevard Suite 1115, Los Angeles, California 90010 and 310-657-4294 or email: gopokebar@gmail.com.

The terms of your contract will govern your franchise relationship. Don't rely on this 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, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Date of Issuance: April 16, 2021

## How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

| QUESTION | WHERE TO FIND INFORMATION |
|---|---|
| **How much can I earn?** | Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E. |
| **How much will I need to invest?** | Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use. |
| **Does the franchisor have the financial ability to provide support to my business?** | Item 21 or Exhibit F includes financial statements. Review these statements carefully. |
| **Is the franchise system stable, growing, or shrinking?** | Item 20 summarizes the recent history of the number of company-owned and franchised outlets. |
| **Will my business be the only Poke Bar business in my area?** | Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you. |
| **Does the franchisor have a troubled legal history?** | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings. |
| **What's it like to be a Poke Bar franchisee?** | Item 20 or Exhibit E lists current and former franchisees. You can contact them to ask about their experiences. |
| **What else should I know?** | These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents. |

## What You Need To Know About Franchising *Generally*

**Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.
**Business model can change.** The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.
**Supplier restrictions.** You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.
**Operating restrictions.** The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.
**Competition from franchisor.** Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.
**Renewal.** Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.
**When your franchise ends.** The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

## Some States Require Registration

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

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

## Special Risks to Consider About *This* Franchise

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

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

2. Financial Condition. The Franchisee will be required to make an estimated initial investment ranging from $157,800 to $438,000. The Franchisor's financial condition, as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.

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

## TABLE OF CONTENTS

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

In this disclosure document, the words "we," "our," "us," and "Poké Bar" refer to "JB BROTHERS, INC." the franchisor or person offering you the franchise. "You" and "your" refer to the person who buys the franchise, also called the franchisee. A person means an individual or a legally recognized entity, such as a corporation or other business entity. We also refer to the franchise we offer as the Franchised Restaurant.

The Franchisor, Parent, and Affiliates

Our name is JB BROTHERS, INC d/b/a/ Poké Bar Dice & Mix. We were incorporated in California on January 6, 2015. Our principal business address is 3470 Wilshire Boulevard Suite 1115, Los Angeles, California 90010. We conduct business under the registered trademark, Poké Bar Dice & Mix.

We have conducted "Poké Bar" restaurants since April 1, 2015 and offered franchises for sale beginning on July 2016. We do not conduct business in any other line of business nor have we conducted business is any other line of business in the past.

We have no affiliates. We have no parent or predecessor companies.

Agent for Service of Process

Our agents for service of process are listed in Exhibit B to this Disclosure Document.

The Franchise Being Offered

The franchise offered is for you to establish, own and operate a quick-service poké restaurant under our brand, logos, trademarks, and name, "Poké Bar Dice & Mix" and any other names or logos we may adopt in the future. We refer to these businesses as "Poké Bar" restaurants. Your franchise will sell primarily poké bowls to the general public.

Your franchised restaurant will do business under the name "Poké Bar Dice & Mix" and our other related service marks, trademarks, logos, source materials or what we may specify based on the Poké Bar franchise agreement (collectively referred to as "Marks") and business methods. You will also operate the Franchised Restaurant based on our standards, methods, procedures, specifications, and certain features of Poké Bar's system, collectively called the "System." You will find our System described in the Confidential Operations Manual (the "Manual") that we will provide to you on loan, and as we modify and update it over time. The System includes the decor of the Franchised Restaurant, the services, recipes and packaging methods, the way you conduct business, training programs, advertising, and marketing programs. By agreeing to operate a Franchised Restaurant, you are agreeing to abide by and uphold the System we use to operate our franchise-wide System and your Franchised Restaurant.

We may grant you a franchise, if you meet our financial, professional, operational and other standards; will operate in a market in which we seek to be represented; and agree to pay certain fees and comply with various other requirements which may be established by us periodically. You may offer only poké food as described in our Manual, at your Franchised Restaurant, unless we agree, in writing and in advance, to let you conduct other activities there.

We offer master territory rights through Master Franchisee Agreements for qualified applicants in separate Franchise Disclosure Documents since 2017.

General Description of the Market and Competition

You will target your services to the general public. You will compete in the food services industry, which is developed and very competitive. You may have to compete with other independent and chain-affiliated restaurants including franchised operations, national chains, and independently owned companies offering similar products or services to customers. Because your business depends on the decisions consumers make about how they spend their income, changes in local and national economic conditions and population density may affect your franchised restaurant. You may also encounter competition from other Poké Bar restaurants operated by us or other franchisees.

Regulations Specific to the Industry

Each state in which we may grant franchises will generally have laws and regulations governing the operation of the Franchised Restaurant, including those that: (i) establish general standards, specifications and requirements for the construction, design and maintenance of the restaurant premises; (ii) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements for the storage, handling, cooking and preparation of food, restrictions on smoking, availability of and requirements for public accommodations, including restrooms; (iii) set standards pertaining to employee health and safety; and (iv) regulate matter affecting requirements for accommodations for disabled persons.

In addition, you must comply with all local, state and federal laws that apply to your Restaurant operations, including, not limited to, zoning, health, sanitation, non-smoking, EEOC, OSHA, Title VII discrimination, employment and sexual harassment laws. 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, seating, bathrooms, drinking facilities, etc. You must obtain real estate permits for zoning and operation.

There may also be regulations that pertain to sanitation, labeling, food preparation, food handling, grease and other waste disposal, environmental compliance and food service.

Under the Franchise Agreement, you alone are responsible for investigating and complying with all the applicable laws that govern your franchised restaurant. There may also be other laws and regulations that impact ways in which you conduct business. You should consult your legal advisors about what laws you need to observe to operate the franchised restaurant according to the specifications of our System.

## ITEM 2. BUSINESS EXPERIENCE

**Principal and Founder: Jason Park**

Jason Park co-founded JB Brothers, Inc. in January 2015 and serves as Principal since its inception. Jason Park has operated several food service restaurants in addition to founding JB Brothers, Inc. From January 2013 thru February 2015, Jason Park operated several Fat Tomato Pizza restaurant chains in Los Angeles, California.

**Principal and Founder: Jeong Hi Ju**

Jeong Hi Ju co-founded JB Brothers, Inc. in January 2015 and serves as Principal since its inception. Jeong Hi Ju founded and operates a sushi restaurant, Yanagi Sushi, located at 8966 Corbin Avenue, Northridge, California 91324 since 1990.

**President: Yoon Ho Ju**

Yoon Ho Ju is our President. Mr. Ju has served as co-Manager for a sushi restaurant, Yanagi Sushi, located in Burbank, California since 2001.

## ITEM 3. LITIGATION

Fusion Capital 1, LLC and Fusion Capitl 2, LLC versus JB Brothers, Inc., Jason Park, Jeong Hi Ju, Yoon Ho Ju; 1:19-cv-02947 United States District Court for the District of Maryland; former franchisee alleging violations of Virginia and Maryland franchise registration laws and common law fraud. Defendants' Motion to Dismiss Complaint granted April 13, 2020 and case closed.

## ITEM 4. BANKRUPTCY

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

## ITEM 5. INITIAL FEES

Franchise Fee

The Initial Franchise Fee is $30,000 and must be paid to us when you sign the Franchise Agreement. The Franchise Fee is a one-time, non-refundable, lump-sum payment. The Franchise Fee is fully earned by us when paid and it is not refundable.

## ITEM 6. OTHER FEES

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| Royalty Fee | 6% of Gross Sales[1] | Payable twice monthly with withdrawals on the 10th and 25th of each month. | You pay us. |
| Promotional Marketing Fund | 1% of Gross Sales | As incurred. | You pay us. |
| Lease Review Fee | $500 | At the time you submit your lease for our review. | We may review your lease as to issues related to the operation of the Restaurant, compliance with System standards, and matters of importance to us. **It is not to evaluate the legal, financial or business terms.** |
| Audit Expenses[2] | All costs and expenses associated with audit, approximately $3,500 - $10,000 | Upon demand. | You pay us should we conduct an audit and it reveals you have underreported any amount you owe us by 3% or more for any 3-month period. |
| Late Fees[3] | $100 for each past due payment with interest at 10% or the highest rate allowed by the state where you are located, whichever is higher | Upon demand. | You also pay us for understatement of payments that any audit may reveal. |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| Insurance Policies | $1000 – $3,000 | Upon demand | Amount of unpaid premiums plus our reasonable expenses in obtaining the policies plus a 25% surcharge. You pay us should you fail to maintain required insurance coverage and we elect to obtain coverage for you. Otherwise insurance costs should be paid to the insurance carrier. |
| Transfer Fee | $7,500 | At the time of application for transfer | You or the Individual Transferor pays us at the time of transfer. You do not pay us if the transfer is to a legal or business entity owned entirely by you or to qualified members of your family. |
| Training[4] | $2,500 - $5,000. ($500 per day plus out of pocket expenses ) at approximately 10 days | Time of service | We provide initial training to you for a rate of $500 per day plus out of pocket costs at approximately 10 days. If you desire to have additional persons trained, you must pay the training fee for each additional training session. You must pay your expenses as well as your employees' expenses in attending. You will pay third party suppliers for various travel related services. Ongoing training is currently of a voluntary basis. Supplemental or Additional Training is offered upon request at the same rate. |
| Return Check Fee | $15- $30 | 30 days after notice | We may charge highest rate for commercial contracts |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| | | | permitted by applicable law. |
| Interest | Not to exceed 10% per annum or the highest rate for commercial contracts permitted under applicable law | With delinquent payments | Payable on all delinquent payments |
| Renewal Fee | Currently $10,000 | At time of signing renewal franchise agreement | |
| Cost of Enforcement | All costs including reasonable attorneys' fees | Upon demand | You pay us for the costs we incur should we prevail in any legal action to enforce your obligations. |
| Lost Future Profits | Combined monthly average of Royalty Fees and other fees under the Franchise Agreement multiplied by the number of months remaining in the term of the Franchise Agreement. | Upon demand | Payable if we terminate the Franchise Agreement for cause or if you wrongfully terminate the Franchise Agreement. |
| Indemnification | All costs including reasonable attorneys' fees | Upon demand | You must defend lawsuits at your cost and hold us harmless against lawsuits arising from your operation of the franchised restaurant. |
| Approval of Products or Suppliers[5] | Varies, but will include all expenses | Time of evaluation | Applies to our evaluation of new suppliers you wish to purchase from or products you wish to purchase |

The fees you pay to us and our suppliers in ITEM 6 are typically non-refundable. All fees are uniformly imposed. We do not collect fees for third party suppliers. You should ask about the refund policy before you use any supplier. We may require you to pay all fees due to us through an electronic depository transfer account. You pay no other fees or payments to our affiliate or us.

NOTES

[1] Gross Sales include all revenue from the sale of all services and products (including the sale of food and merchandise, from tangible property of every kind and nature, promotional or otherwise, and for services performed from or at the Franchised Restaurant, including, but not limited to, such off premises services as catering (but only with our prior written approval) and delivery) and all other income of every kind and nature including all proceeds from business interruption insurance (including stored gift value cards and gift certificates when redeemed) related to the Franchised Restaurant, whether for cash or credit and regardless of collection in the case of credit. Gross Sales do not include: (1) sales taxes or other taxes that you collect from customers for transmittal to the appropriate taxing authority; (2) the sale of food or merchandise for which refunds have been made in good faith to customers; (3) the coupon or discounted value of sales over and above the price paid for products or services, or the value of food provided to employees greater than the actual price paid by employees; or (4) the sale of equipment used in the operation of the Franchised Restaurant.

[2] Should we conduct an audit, you will be responsible for all costs and expenses associated with the audit, not to exceed $10,000. During and for 5 years after the term of the Franchise, we or our designated agents have the right, at all reasonable times, to examine, copy and audit your and the Franchised Business' books, records and tax returns. If an examination or audit discloses any underpayment of any fee, you must promptly pay the deficient amount plus interest and a late fee as described in Section 13.7 of our Franchise Agreement. If an examination or audit discloses an underpayment or understatement of any amount due us by 3% or more for any 3-month period, or if the examination or audit is made necessary by your failure to furnish required information or documents to us in a timely manner, you must, in addition, reimburse us or our designee for the cost of having your books examined or audited. In addition, if an examination or audit discloses an underpayment or understatement of any amount due us by 5% or more for any 3-month period, we will have the right to terminate the Franchise.

[3]Late fees begin from the date payment was due, but not received, or date of underpayment up until paid in full.

[4]You must pay your costs to attend. Your costs will vary depending on the number of people attending, how far you travel and the type of accommodations you choose. You can investigate these costs through travel agencies or through the worldwide web. For further reference, review the estimated costs to attend our initial training program included in ITEM 7.

[5]The cost to approve a new supplier or product varies depending on the availability of product samples for testing, shipping costs or travel costs to review the product, the type of

product under review, the availability of objective information relating to a particular product or supplier, whether the product or supplier has been rated or reviewed by associations in this or other industries, and other similar factors. If you propose a new supplier or product for approval by us, your reimbursement of our costs to review the product or supplier will not exceed our actual costs.

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## ITEM 7. ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT

| Type of Expenditure | Amount | Method of Payment | When Due | To Whom Payment Is To Be Made |
|---|---|---|---|---|
| Initial Franchise Fee[1] | $30,000 | Lump sum or as arranged | At Signing of Franchise Agreement | Us |
| Real Estate/Rent[2] | $3,800 - $20,000 | As Arranged | Before Beginning Operations | Lessor |
| Leasehold Improvements[3] | $50,000 - $200,000 | As Arranged | Before Beginning Operations | Contractor, Suppliers |
| Insurance[4] | $1,000 - $3,000 | As Arranged | Before Beginning Operations | Insurance Company |
| Office Equipment and Supplies[5] | $1,000 - $3,000 | As Arranged | Before Beginning Operations | Suppliers |
| Furniture, Fixtures and Equipment[6] | $15,000 - $50,000 | As Arranged | Before Beginning Operations | Suppliers |
| Signage[7] | $4,000 - $10,000 | As Arranged | Before Beginning Operations | Suppliers |
| Initial Inventory[8] | $5,000 - $12,000 | As Arranged | Before Beginning Operations | Approved Suppliers, Suppliers |
| Advertising, Public Relations, Grand Opening[9] | $3,000 - $10,000 | As Arranged | Before Beginning of Operation | Advertising Suppliers |
| Taxes, Licenses & Permits[10] | $5,000 - $25,000 | As Arranged | Before Beginning Operations | Licensing Authorities |

| Type of Expenditure | Amount | Method of Payment | When Due | To Whom Payment Is To Be Made |
|---|---|---|---|---|
| Legal & Accounting[11] | 0 - $5,000 | As Arranged | Before Beginning Operations | Attorney, Accountant |
| Additional Funds[12] (3 months)/Working Capital | $40,000 - $70,000 | As Incurred | After Opening | Employees, Utilities, Lessor & Suppliers You Determine |
| TOTAL[13] | $ 157,800 - $ 438,000 | | | |
| | | | | |

Costs paid to us are non-refundable. Whether any costs paid to third parties are refundable will vary based on the practice in the area where your Franchised Restaurant is located. As noted in Item 10, we do not offer direct or indirect financing to you for any part of the initial investment.

NOTES

[1] Franchise Fee. The Franchise Fee is described in greater detail in ITEM 5 of this Franchise Disclosure Document.

[2] Real Estate/Rent. You must lease or provide a suitable facility for the operation of the franchised restaurant. You must secure our written consent before you lease the facility. The facility should be at least 500 square feet, and we recommend between 1000 to 1,400 square feet. You may choose a larger facility, but it will likely increase your operation costs. Our estimate in this category is based on you leasing the facility, and on you leasing a facility based on the square footage we specify above. Your cost to lease is difficult to quantify because there are many factors that affect what you pay. These factors include the facility's location, its square footage, cost-per-square foot, renovation costs, and any required maintenance fees. Our low estimate assumes you will have to pay the 1$^{st}$ month's rent and a security deposit equal to one month's rent in advance. Our high estimate assumes you will have to pay the 1$^{st}$ month's rent and a security deposit of 2 month's rent in advance. We include 3 additional months of rental costs in the category, "Additional Funds," (see Note 12 below). We do not require you to purchase or build a facility to house the franchise. Your cost may increase over our projections if you choose to purchase or build. You should consider construction delays and their unpredictable costs before electing to build or purchase. You should seek professional advice if you choose to build or

purchase.

[3] Leasehold Improvements. You will likely incur costs to renovate or remodel the space you lease for the franchised restaurant. Your costs will vary depending on certain factors. These include the size, condition and location of the facility, extent of renovation, local wage rates and the cost of materials. The low estimate assumes that your landlord will provide a partial build-out allowance. The amounts you pay for leasehold improvements are typically non-refundable. You should ask the vendor you hire to renovate or remodel the facility about its refund policy before you agree to use its service.

[4] Insurance. You must purchase the following types and amounts of insurance:

(1) "all risk" property insurance coverage for assets of the franchised restaurant;

(2) workers' compensation insurance and employer liability coverage with a minimum limit of $100,000 or higher if your state law requires;

(3) comprehensive general liability insurance with a minimum liability coverage of $1,000,000 per occurrence and $2,000,000 in the aggregate, or higher if your state law requires and at least $25,000 for property damage per occurrence;

(4) automobile liability insurance of at least $500,000 or higher if your state law requires; and

(5) insurance coverage for contractual indemnity.

(6) Business interruption insurance for a period of at least 12 months.

(7) Such insurance and types of coverage as may be required by your landlord or by the terms of any lease for the premises of the Franchised Business or by the municipality, county, state or other local jurisdiction in which the Franchised Business is located.

(8) Comprehensive commercial automobile liability insurance for any vehicle operated by, or on behalf of, the Franchised Business, including owned, hired and non-owned vehicle coverage of at least $500,000.

(9) Crime insurance for employee dishonesty in the amount of $10,000 combined single limit.

(10) Cyber liability insurance with a limit of at least $100,000 per occurrence.

(11) Employment practices liability insurance (EPLI) with a limit of at least $100,000 per occurrence.

(12) Dram Shop/Host Liquor Liability Insurance with limits of at least $1,000,000 per occurrence, if beer, wine or other liquor is served in operation of the Franchised Business.

Factors that may affect your cost of insurance include the size and location of the franchised restaurant, value of the leasehold improvements, equipment, inventory, number of employees and other factors. The amounts you pay for insurance are typically non-refundable. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase. If you are converting an existing business into a franchise, you may not have these additional insurance expenses.

[5] Office Equipment and Supplies. You must purchase general office supplies including stationary, computer, printer and other typical office equipment. Factors that may affect your cost of office equipment and supplies include local market conditions, competition among suppliers and other factors. If you are converting an existing business into a franchise, we assume you already have some of the office equipment and supplies and your costs should be less. We do not know if the amounts you pay for office equipment and supplies are refundable. Factors determining whether office equipment and supplies are refundable typically include the condition of the items at time of return, level of use and length of time of possession. You should inquire about the return and refund policy of the supplier at or before the time of purchase.

[6] Furniture, Fixtures and Equipment. You must purchase and/or lease and install furniture, fixtures and equipment and décor necessary to operate your Franchised Restaurant. This includes, but not limited to, tables and chairs, equipment (cash register), Point of Sale ("POS") system, camera system, audio and visual equipment. You must purchase a POS System we designate, which currently is the Clover POS System. The cost of the furniture, fixtures and equipment will vary according to local market conditions, the size of the facility, suppliers and other related factors. If you are converting an existing business into a franchise, we assume you already have some of the furniture, fixtures and equipment and your costs should be less. We do not know if the amounts you pay for furniture, fixtures or equipment are refundable. Factors determining whether furniture, fixtures and equipment are refundable typically include the condition of the items, level of use, length of time of possession and other variables. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing or leasing

[7] Signage. The cost for signage of the Franchised Restaurant will be based on its size and location, the local zoning requirements where you choose to locate the franchise, landlord requirements and local wage rates for installation. The amounts you pay for signage are typically non-refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchase.

[8] Initial Inventory. You will be required to purchase an initial supply of approved food and beverage products. The cost will vary based upon the size and location of the Franchised Restaurant, time of season, competition amount suppliers and other related factors.

[9] Advertising, Public Relations, Grand Opening. Your grand opening advertising expense will vary. You should inquire about the return and refund policy of the suppliers at or before the time of purchase**.** See ITEM 11 for more factors that may affect your advertising costs.

[10] Taxes, Licenses & Permits. Your state and local government agencies may charge fees relating to getting construction permits, operating licenses and health permits for serving food and beverages. These fees are typically non-refundable and vary by jurisdiction. You should ask about the cancellation and refund policy of the agencies at or before the time of payment.

[11] Legal & Accounting. You will need to employ an attorney, an accountant and other consultants to assist you in establishing your franchised restaurant. These fees may vary from location to location depending on the prevailing rates of local attorneys, accountants and consultants. These fees are typically non-refundable. You should inquire about the refund policy of the attorney, accountant or consultant at or before the time of hiring.

[12] Additional Funds. We recommend that you have a minimum amount of money available to cover operating expenses, including rent, utilities and employees' salaries for the first 3 months that the franchised restaurant is open. We cannot guarantee that our recommendation will be sufficient and you may need to be prepared to cover operating costs for a longer period. Additional working capital may be required if sales are low or operating costs are high. We base our estimation of the Additional Funds from our own experience of operating Poké Bar restaurants and other restaurants. In our experience the first three months of sales is generally lower than an established restaurant as a new business requires time to grow its customer base. You may experience higher or lower costs in any of the categories listed above which will affect the estimate of your amount of Additional Funds. Some costs are dependent on the size of the location. Other factors include the number of paid employees you hire and their rate of pay, your own management and operational skill, economic conditions, your advertising efforts and competition.

[13] Total. In compiling this chart, we relied on our industry knowledge and experience. The amounts shown are estimates only and may vary for many reasons, including the size and condition of your facility, the capabilities of your management team, where you locate your franchised restaurant and your business experience and acumen. You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise. These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting the franchised restaurant.

We do not offer direct or indirect financing to you or any other franchisee.

## ITEM 8. RESTRICTIONS ON SOURCES OF SERVICES AND PRODUCTS

(a) Goods and Services You Must Purchase or Lease to Operate the Franchised Restaurant

You must remodel, furnish and equip the Franchised Restaurant according to our standards and specifications. Many of the products, supplies and services needed in connection with establishing your Franchised Restaurant must meet our specifications for appearance, quality, performance, and functionality, among other things. Additionally, some of the products, supplies and services needed in connection with the ongoing operation of your Franchised Restaurant, such as food, beverage, packaging, advertising materials, stationery, and business insurance, for example, must meet our specifications for appearance, quality, performance, or functionality, among other things. We list the specifications for these items and services in the Manual or in other written or electronic communications provided to you.

As of the date of this Disclosure Document, we do not receive any revenue or other material consideration from your purchases or leases of products and services from suppliers we designate or approve. However, we reserve the right to do so.

We will periodically issue new standards and specifications (if any) through written notices.

Additionally, for marketing purposes, all signs and other promotional items must meet our specifications. The Confidential Operations Manual contains specifications for these goods and services. They also contain Poké Bar identification specifications including logo appearance, color, style, advertising restrictions and samples of pre-approved advertising and press releases. We may update the Confidential Operation Manual periodically, or may advise you of new specifications in person, by mail, email, or by fax.

You do not have to purchase non-mark-bearing products which otherwise meet our specifications from Approved Suppliers. You must purchase mark-bearing products, such as signage and stationery, only from suppliers for these products.

(b) Suppliers

Currently, we or persons affiliated with us are not approved suppliers.

We will provide you, in the Manual or other written or electronic form, with a list of specifications anda list of Approved Suppliers for all of the food products, paper goods and other supplies, signs, equipment and other approved or specified items and services, and we may issue revisions to the list. None of our officers own any interest in any Approved Supplier.

We alone determine the approved products or services you offer in the franchised restaurant. You must obtain all food and beverage items, ingredients, supplies and materials from our list of Approved Suppliers. If you wish to use any goods or services in establishing and operating the franchised restaurant that we have not approved, you must first send us sufficient information, specifications and samples for us to determine whether the goods or services comply with our standards and specifications or the supplier meets our approved supplier criteria. You must pay our expenses to evaluate goods, services or suppliers. We will decide within a reasonable time (usually 30 days) after receiving the required information whether you may purchase or lease the goods or services from the supplier. Our criteria for approving or revoking approval of suppliers include the following: the supplier's ability to provide sufficient quantity of goods; quality of goods or services at competitive prices; production and delivery capability; and dependability and general reputation. However, we are not required to make available our criteria in determining our approval or denial of any supplier that we deem confidential. You must obtain our written approval in writing before you make any purchases of a product that is not on our list of Approved Suppliers.

Periodically, we may review our approval of any goods, services or suppliers. We will notify you if we revoke our approval of goods, services or suppliers. You must immediately stop purchasing disapproved goods or services, or must immediately stop purchasing from a disapproved supplier.

(c) Computer/Point-of Sale System/Information Technology

You are required to purchase and use the Point-of Sale System ("POS") system and computer hardware and software described in the Operations Manual. We do not derive revenue as a result of the POS system or computer hardware and software. Additionally, you shall maintain electronic data exchange service designated by us to enable us to access your computer and POS system as frequently as we deem necessary. You must comply with our standards and requirements for email, communications, information technology and other technology systems that we develop, implement and/or require you to acquire and use at the Franchised Restaurant and/or in your operations.

We currently require Franchisees to use the Clover POS System. We have the right to access your POS System for purposes of calculating and receiving royalty payments.

(d) Insurance

You must purchase and maintain in effect during the term of the Franchise Agreement the type and amount of insurance specified in Section 17 of the Franchise Agreement, as further described in the Operations Manual. This is in addition to any other insurance that may be required by applicable law, any lender or lessor. Currently, the types of coverage that you will need to obtain include, but not limited to, the following: (1) comprehensive general liability insurance; (2) business automobile liability insurance; (3) statutory workers' compensation insurance and employer's liability insurance; (4) commercial umbrella liability insurance; (5) "all risk" insurance; (6) business interruption insurance; (7) Crime liability insurance; (8) Cyber liability insurance; (9) Such insurance and types of coverage as may be required by your landlord; and (10) any other insurance coverage that is required by federal, state, or municipal law. Your insurance policies must name us as an additional insured and/or loss payee, except the workers' compensation and employment practices liability policies. We do not derive revenue as a result of your purchase of insurance.

(e) Miscellaneous

We estimate that approximately 80% to 90% of your expenditures for leases and purchases in establishing your Franchised Restaurant will be for goods and services that must be purchased either from us, our affiliates or an Approved Supplier, or in accordance with our standards and specifications. We estimate that approximately 80% to 90% of your expenditures on an ongoing basis will be for goods and services that must be purchased from either us, our affiliates, Approved Suppliers or in accordance with our standards and specifications.

We do not provide material benefits to you (such as renewal rights or the right to open additional Franchised Restaurants) based on whether you purchase through the sources we designate or approve; however, purchases of unapproved products or purchases from unapproved suppliers in violation of the Franchise Agreement will entitle us, among other things, to terminate the Franchise Agreement.

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## 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.**

| Obligation | | Section in the Franchise Agreement | Disclosure Document ITEM |
|---|---|---|---|
| a. | Site selection and acquisition/lease | Section 2 and 5 | ITEMS 11 and 12 |
| b. | Pre-opening purchases/leases | Section 2 and 5 | ITEMS 7 and 8 |
| c. | Site development and other pre-opening requirements | Sections 2 and 5 | ITEMS 7, 8 and 11 |
| d. | Initial and ongoing training | Section 11 | ITEMS 6, 7 and 11 |
| e. | Opening | Section 5 | ITEM 11 |
| f. | Fees | Section 9 | ITEMS 5, 6 and 7 |
| g. | Compliance with standards and policies/Operating Manual | Section 12 | ITEMS 8, 14 and 16 |
| h. | Trademarks and proprietary information | Section 19 and 20 | ITEMS 13 and 14 |
| i. | Restrictions on products/services offered | Sections 10 | ITEMS 8 and 16 |
| j. | Warranty and customer service requirements | Section 13 | ITEM 16 |
| k. | Territorial development and sales quotas | Not Applicable | ITEM 12 |
| l. | Ongoing product/service purchases | Section 10 | ITEMS 8 and 11 |
| m. | Maintenance, appearance and remodeling requirements | Sections 13 | ITEM 6 |

| Obligation | | Section in the Franchise Agreement | Disclosure Document ITEM |
|---|---|---|---|
| n. | Insurance | Section 17 | ITEMS 6, 7 and 8 |
| o. | Advertising | Section 16 | ITEMS 6,7 and 11 |
| p. | Indemnification | Section 24 | ITEM 6 |
| q. | Owner's participation/management/ staffing | Section 4 | ITEM 15 |
| r. | Records and reports | Section 11 | ITEM 11 |
| s. | Inspections and audits | Sections 13, 22 | ITEMS 6, 11 and 13 |
| t. | Transfer | Section 25 | ITEMS 6 and 17 |
| u. | Renewal | Section 3 | ITEM 17 |
| v. | Post-termination obligations | Section 26, 27 | ITEM 17 |
| w. | Non-competition covenants | Sections 21 | ITEM 17 |
| x. | Dispute resolution | Section 32 | ITEM 17 |
| y. | Guaranty | Attachment 5 to Franchise Agreement | ITEM 22 |

## ITEM 10. FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or any other obligations to third parties.

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

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

A. Pre-Opening Obligations

Before you open your franchised restaurant, we will:

1. (if we have not already approved a site for the franchised restaurant before signing the Franchise Agreement), designate the area in which you must locate the franchised restaurant, provide you with our criteria for site selection and evaluate sites you propose for the location of the franchised restaurant. We generally do not own the premises to lease to franchisees. See Franchise Agreement, Section 2.1, 2.2.

2. designate your non-exclusive area (area of primary responsibility).

Neither our employees nor we have special expertise in selecting sites. Any approval is intended only to indicate that the proposed site meets our minimum criteria based upon our general business experience.

If you have a potential site for the franchised restaurant, you may propose the location for our consideration. We may consent to the site after we have evaluated it. You are solely responsible for locating and obtaining a site that meets our standards and criteria and that is acceptable to us.

The general site selection and evaluation criteria or factors that we consider in approving your site includes the condition of the premises, demographics of the surrounding area, proximity to other Poké Bar restaurants, proximity to competitive businesses, lease requirements, traffic patterns, visibility, vehicular and pedestrian access, proximity to major roads, available parking and overall suitability. We will provide you with written notice of our approval or disapproval of any proposed site within a reasonable time (usually 30 days) after receiving all requested information. It is your obligation to locate and lease or purchase a site suitable for the operation of the Franchised Business and acceptable to us in the Reserved Area within 180 days after execution of this Agreement. If you are delayed from completing the purchase or signing a lease for the site within 180 days, you must promptly provide us with a written request to extend the time to complete the purchase or sign the lease. The request must state: (1) that a delay is anticipated; (2) the reasons which caused the delay; (3) the efforts that you are making to proceed with the purchase or lease; and (4) an anticipated date that you will close on the purchase or sign the lease. In considering the request, we will not unreasonably withhold our consent to a delay, up to a maximum of 60 days, if you have been diligently pursuing locating a site and closing on a purchase or signing a lease for the site. We will not unreasonably withhold acceptance of any site that meets our minimum standards for size and layout. A failure to locate and lease or purchase a site acceptable to us within 180 days or pursuant to an extension may result in a termination of the Franchise Agreement. See Franchise Agreement, Section 2.1, 2.2, 5.

3. review and approve your lease or purchase agreement for the approved site for the franchised restaurant.

Our review of your lease does not constitute legal advice and our review is solely to assure that the lease complies with the Franchise Agreement. For legal advice, you must rely upon the advice of your attorney. We do not provide assistance with conforming the premises to local ordinances or building codes or obtaining any required permits. See Franchise Agreement, Section 5.2.

4. provide you with written specifications for remodeling and equipping the approved location along with a list of required supplies, equipment and improvements that you must purchase and install. We do not provide supplies or equipment directly to you. Once you have a site approved, we will provide blueprints for the construction and design of the premises. See Franchise Agreement, Section 5.4.

5. provide an initial training program. We provide you with opening assistance which will consist of one senior trainer for up to a period of up to 10 days (usually 5 to 10). If we determine that you need additional assistance, we will provide additional opening assistance as we believe is necessary to effectively open the Restaurant and supplement general operating and management procedures. You will pay for the air travel, lodging, ground transportation and per diem compensation for the balance of the opening team other than the senior trainer. See Franchise Agreement, Section 11; Section F under this Item.

6. provide to you, on loan, one copy of our Manual. See Franchise Agreement, Section 12.

We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of a Poké Bar Restaurant is generally ranges from 3 to 12 months. Factors that may affect your beginning operations include ability to secure permits, zoning and local ordinances, weather conditions and delays in installation of equipment and fixtures. You are required to open your Franchised Restaurant and be operational within the time specified in the Franchise Agreement after signing the Franchise Agreement.

B. <u>Ongoing Assistance</u>

After the opening of the franchised restaurant, we will:

1. periodically advise you and offer general guidance to you by telephone, e-mail, facsimile, newsletters and other methods. Our guidance is based on our and our affiliate's knowledge and experience. We offer you advice and guidance on a variety of business matters, including operational methods, accounting procedures, authorized services or products and marketing and sales strategies. See Franchise Agreement, Section 10.

2. Provide you with consultation, assistance and guidance in various aspects of the operation and management of the franchised restaurant. We may prepare written reports suggesting changes or improvements in the operations of the franchised restaurant and detailing deficiencies that become evident from a visit. If we prepare a report, we may provide you with a copy. See Franchise Agreement, Section 22.

3. make available to you operations assistance and ongoing training as we think necessary. See Franchise Agreement, Section 11.

4. approve forms of advertising materials you will use for local advertising, grand opening advertising and cooperative advertising. See Franchise Agreement, Section 16.

5. provide you with modifications to the Confidential Operations Manual as they are made available to franchisees. See Franchise Agreement, Section 12.

C. <u>Advertising and Promotion</u>

<u>System-wide Promotional Fund</u>

We have developed a System-wide Promotional Fund and you will be required to contribute 1% of your monthly Gross Sales to the fund, if we activate the Fund. We will set the exact percentage that you must contribute and we may adjust the percentage periodically. We will administer the Promotional Fund, if activated, as follows:

(a) We will control the creative concepts and the materials and media to be used, and we will determine the placement and allocation of advertisements. We may use print, television, radio, Internet or other media for advertisements and promotions, which may reach a national, regional or local market. We may develop materials and/or conduct advertising and marketing campaigns in-house, but we may use and retain regional and national advertising, marketing, public relations and/or media companies in the future.

(b) We shall use the Promotional Fund to meet all costs of maintaining, administering, directing and preparing advertising and marketing programs, public relations and market research. We will not be restricted with respect to what, where and how the Promotional Fund will be applied for these purposes. We will retain complete discretion over the form, content, time, location, market and choice of media and markets for all advertising and promotion paid for from the Promotional Fund proceeds. Without limiting the scope of our general authority and discretion, we may use the Promotional Fund to pay for the cost to (i) create, prepare and produce advertising and promotional formats, materials and samples including, without limitation, point of sale materials, promotional graphics, brochure take-away graphic menus, and coupons; purchase media space or time; purchase outdoor advertising art and space; create direct mail advertising and literature of all kinds; (ii) administer local, regional and national advertising programs, including buying direct mail and other media advertising, and purchasing electronic listings in white and yellow page web sites; (iii) conduct electronic advertising promoting the POKÉ BAR DICE & MIX® System and Proprietary Marks; (iv) employ advertising, public relations and media buying agencies; (v) support public relations, market research, consumer research and new product research; (vi) maintain a toll-free telephone number and system-wide intranet for franchisees to access for marketing assistance; and (vii) pay expenses directly associated with maintaining and administering the Promotional Fund, including, without limitation, the cost to prepare annual accountings, expenses to collect Promotional Fund Fees from delinquent franchisees, and the cost of conducting the Annual Meeting if we elect to hold one.

(c) The Promotional Fund is not a trust and we assume no fiduciary duty in administering the Promotional Fund. The Promotional Fund is not audited. Franchisees may make written requests to review the financial statements of the Promotional Fund.

(d) We do not use any amount of the Promotional Fund to solicit new franchise sales.

(e) We have no obligation to activate the Fund or conduct any other advertising outside the Promotional Fund.

(f) We have no obligation to spend any amount of advertising specific to your local area.

Local Advertising Expenditures

You must spend, without offset, credit or deduction of any nature, an amount equal to one percent (1.0%) of Franchisee's Gross Sales on advertising and promotion in Franchisee's market to publicize the Franchised Business ("Local Advertising Expenditures"). All franchisees are required to contribute at least 1% of Gross Sales for Local Advertising Expenditures. You may use print, television, radio, Internet or other media for advertisements and promotions, which may reach your local market, and must obtain our prior written approval for all advertising.

We reserve the right to audit your financial statements and transactions to ensure your use of Local Advertising Expenditures. If at the end of any given calendar year, or portion thereof for the first year of the Term of this Agreement, Franchisee has not spent one percent (1.0%) of Franchisee's Gross Sales on Local Advertising Expenditures, then Franchisee shall promptly pay the difference, plus an amount equal to twenty-five percent (25%) of the difference, to us, which funds shall be deposited into the Promotional Fund. All amounts spent on grand opening advertising shall not be counted toward satisfaction of the Local Advertising Expenditure requirement.

We do not have an advertising council composed of franchisees. Currently, we do not require franchisees to participate in a local or regional advertising cooperative.

Franchisees may submit written requests for advertising material for our approval. We will respond in writing within seven (7) business days approving or rejecting the proposed advertising material.

D. Point of Sale System

We have the right to specify or require that certain brands, types, makes, and/or models of point of sale ("POS") systems. Currently, we require the use of the Clover POS System.

The POS System must be capable of recording customer transactions, collecting and generating gross sales reports, and collecting and generating sales reports by categories, including, but not limited to, menu mix by day-parts. The system also must be capable of complying with the Fair Credit Reporting Act requirements that merchants truncate credit card and debit card numbers. We reserve the right to change, update, or upgrade the required Point of Sale platform including software, hardware, and/or related components as deemed appropriate for the System at the your expense. The expense to change, update, or upgrade the POS System shall not exceed $1,000.00 annually.

The approximate cost of the Clover POS System is $1,000.00. We will have independent access to all the information generated or stored in the POS System.

E. Operations Manual Table of Contents

The Table of Contents to our Operations Manual is attached to this Disclosure Document as Exhibit D. The Manual consists of 65 pages.

F. Training

Our Training Schedule is provided in our Operations Manual and consists of the following:

**TRAINING PROGRAM**

| Subject | Hours of Classroom Training | Hours of On the Job Training | Location |
|---|---|---|---|
| Welcome and Introduction | 0 | 8 | Corporate location Los Angeles |
| Hiring Procedures | 0 | 4 | Corporate location Los Angeles |
| Menu Introduction | 0 | 4 | Corporate location Los Angeles |
| Back of house (Prep Cook) Training | 0 | 32 | Corporate location Los Angeles |
| Front of House Training including POS Training | 0 | 32 | Corporate location Los Angeles |

Initial Training Program:

We will conduct one initial training program that all franchisees and/or their Designated Managers must attend. Our initial training program consists of up to ten (10) days of instruction at one of our business offices or franchisor-owned restaurant that we may select. The initial training program covers all material aspects of the operation of a Franchised Restaurant, including such topics as food preparation and presentation methods and techniques; sales and marketing methods; maintenance of quality standards; customer service techniques, record keeping and reporting procedures, other operational issues and on-the-job training.

Our senior trainer will be an experienced Manager, who we will designate, and has direct experience of a minimum of six (6) months, in all training subject matters from one of our corporate Poké Bar restaurants.

Currently, per diem cost is $500/day excluding out-of-pocket expenses. Travel, lodging and meal expenses, if necessary, incurred by the training staff is your responsibility.

At a minimum, either you or a senior operations employee acceptable to us who will have general management and supervisory responsibilities at your Franchised Restaurant, must successfully complete the initial training program before the opening of the Franchised restaurant and qualify as a Designated manager, signifying that the person is qualified to train your other store-level managers and employees (a "Designated Manager"). If, at the end of the initial training program, this person fails to demonstrate the requisite competency to operate and manage a franchised restaurant, another complete training session must be attended to by either the same person or another designated senior operations employee, at the same cost.

Successful training must be completed at any time after signing the franchise agreement and before opening your Franchised Restaurant.

Additional training or refresher courses are not mandatory but offered upon request at the same fee rate as the Initial Training.

## ITEM 12. TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You will operate the franchise from one location that we approve. You must receive our written permission before relocating. If you can no longer use the location due to circumstances beyond your control, including unreasonable lease terms or destruction of the premises, we may allow you to relocate. If you attempt to sell your franchised restaurant or transfer your interest from the franchised restaurant to a third party, we may exercise our right of first refusal. You do not receive the right to acquire additional franchises within your area of primary responsibility. You must meet our qualifications for new franchisees to qualify for an additional franchise location.

We retain certain rights with respect to the System and Marks, including the right to: (A) establish, own or operate, and license others to establish, own or operate, Poké Bar Restaurants at any location, or within a Non-Traditional Outlet at any location; (B) establish, own or operate, and license others to establish, own or operate, other businesses under other systems using other trademarks at any location; (C) provide the services and sell any products authorized for Franchised Restaurants using the Marks or other trademarks and commercial symbols through alternate channels of distribution, such as joint marketing with partner companies, Internet merchandise sales and catalog sales; (D) acquire, merge with, or affiliate with, and then own and operate, and franchise and license others to own and operate, any business of any kind, or company-owned or franchised system of businesses of any kind, including any business that offers the same as or similar to those offered by our System and Marks, and to convert any business to operate under our System and Marks; and (E) engage in any activities not expressly forbidden by the Franchise Agreement.

Neither we nor any affiliate of ours currently operates, franchises, or have present plans to operate or franchise a business under a different trademark that sells goods and services similar to those being offered at Poké Bar. However, we have the right, in our sole discretion, to begin operating or franchising such business in your area at any time.

## ITEM 13. TRADEMARKS

We grant our franchisees the right to operate Franchised Restaurants under the name

"Poké Bar Dice and Mix," which is the principal Mark used to identify our System. You may also use any other current or future Mark to operate your Franchised Restaurant that we designate in writing, including the logo on the front of this Franchise Disclosure Document and the principal trademarks listed below. By "Mark," we mean any trade name, trademark, service mark or logo used to identify Poké Bar Restaurants.

The United States Patent and Trademark office has granted federal trademark and service mark registrations as follows:

| Mark | Date of Registration | Registration no. |
|---|---|---|
| | July 26, 2016 | 5,006,193 |
| POKÉ BAR DICE & MIX | March 14, 2017 | 5,163,142 |

We have filed with the USPTO all required affidavits of use and renewal applications.

We know of no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board (the "TTAB"), the trademark administrator of any state or any court. We are not aware of any pending infringement, opposition, or cancellation proceedings or material litigation matters involving the Marks that are relevant to their use. There are no agreements currently in effect that significantly limit our rights, to use, or license the use, of the above mentioned Marks in any manner material to the franchise. We know of no infringing or prior superior uses that could materially affect the use of the Marks. We are aware of other common law local uses of the mark "poké" in connection with the offer and sale of food and beverages and/or the operation of restaurants in different places in the United States. You will need to carefully evaluate your potential Development Area and Territory to determine if there are other prior local uses of the mark "Poké Bar Dice & Mix" or "Poké Bar" that may limit or affect your use of the Marks due to prior local use common law rights.

You will not receive any rights to the Marks other than the limited exclusive right to use them in the operation of your Franchised Restaurant. You may only use the Marks in accordance with our standards, operating procedures and specifications. Any unauthorized use of the Marks by you is a breach of the Franchise Agreement and an infringement of our rights in the Marks. You may not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign the Franchise Agreement. You may not assist any other person in contesting the validity or ownership of the Marks. You may not communicate with any person other than us and our counsel regarding any infringements, challenges or claims unless you are legally required to do so, however, you may communicate with your own counsel at your own expense. We may take whatever action we deem appropriate in these situations; we have exclusive control over any settlement or proceeding concerning any Mark. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks.

You must immediately notify us of any apparent infringement of, or challenge to your use of, any Mark, or any claim by any person of any rights in any Marks (or any mark confusing similar to the Marks).

We can require you to modify or discontinue the use of any Mark and to use other trademarks or service marks. If we adopt and use new or modified Marks, you may be required to add or replace equipment, signs and fixtures, and you may have to make other modifications as necessary to maintain uniformity with our current standards and specifications; however, you will not be required to spend an amount unreasonably disproportionate to your original investment during the initial term of the Franchise Agreement. We will not be required to reimburse you for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark. We are not obligated to reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

We do not have the obligation to defend you against any third-party claim, suit, or demand arising out of your use of the Proprietary marks, but reserve the right to do so. Otherwise, you must bear the cost of your own defense, including the cost of suit, judgment or settlement. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing your use of any Mark. We will not reimburse you in connection with disputes where we challenge your use of a Mark.

You must use the Marks as the sole trade identification of the Franchised Restaurant, but you may not use any Mark or part of any Mark as part of your corporate or other business entity name in any modified form. You may not use any Mark in connection with the sale of any unauthorized products or services, or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by your state or local law. You must notify us if you apply for your own trademark or service mark registrations. You must not register or seek to register as a trademark or service mark, either with the USPTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks.

You may not advertise on the Internet using, or establish, create or operate an Internet site or website using any domain name containing, the words "Poké Bar" or any variation thereof without our prior written consent.

## ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the franchise. We own copyrights in the Confidential Operations Manual, our marketing materials and other copyrightable items that are part of the System. While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Register of Copyrights. You may use these items only as we specify while operating the franchised restaurant and you must stop using them if we direct you to do so.

We know of no effective determinations of the U.S. Copyright Office or any court regarding any of our copyrighted materials. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use. There is no pending litigation involving the above copyrights. We are not aware of any infringing uses of our copyrights, nor are we a party to any agreements limiting their use. You will not acquire any ownership interests in the copyrights or our proprietary information because of the Franchise Agreement.

We have developed certain trade secrets and other confidential information, including methods of business management, sales and promotion techniques, recipes, and know-how, knowledge of, and experience in, operating a Poké Bar franchised restaurant. We will provide such trade secrets and other confidential information to you during training, in the Confidential Operations Manual and from the assistance we furnish you during the term of the franchise. You may only use the trade secrets and other confidential information for operating your franchised restaurant. You may only divulge trade secrets and other confidential information to employees who must have access to it to operate the franchised restaurant. You are responsible for enforcing the confidentiality provisions as to your employees.

Certain individuals, including all employees, associated to you or your entity with access to trade secrets or other confidential information will be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third party beneficiary with the right to enforce those agreements.

You must promptly disclose to us all ideas, concepts, techniques or materials concerning the franchised restaurant and/or the System, whether or not protectable intellectual property and whether created by or for you or your owners or employees. Such intellectually property will be our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees, and you agree to assign to us all right, title and interest in any intellectual property so developed. Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

Your use of the Confidential Operations Manual, trade secrets or other confidential information in an unauthorized manner is a default of the Franchise Agreement that may result in automatic termination of the Franchise Agreement. Further information about termination of the Franchise Agreement following a default is included in ITEM 17.

You must promptly tell us when you learn about any unauthorized use of our proprietary information. We have no obligation to take any action, but will respond, as we believe appropriate.

If you used the proprietary information as we authorize, we will indemnify you from third party claims brought against you because of your proper use of this information.

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

Your Franchise Agreement does not require you to personally participate in the operation of the business. If you do not, you must appoint a "Designated Manager" who will manage and be responsible for your Franchised Restaurant. The Designated Manager must attend and satisfactorily complete our initial training program before the opening of the Franchised Restaurant and any additional training we require after the opening of the Franchised Restaurant. You must keep us informed of the identity of your current Designated Manager. If you are a Developer, you must participate in a daily supervisory role maintaining communications and continuous reporting between yourself and your Designated Manager for each franchise you open. You or your Designated Manager must have completed the initial training provided to you, and comply with all applicable laws, rules and regulations..

As described in ITEM 14, employees, including the Designated Manager, associated with your Franchised Restaurant, will be required to sign nondisclosure and non-competition agreements the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third party beneficiary with the independent right to enforce the agreements.

If you are a corporation or other business entity, anyone who owns a 5% or greater interest in the entity must personally guarantee the performance of all of your obligations under the Franchise Agreement. Such persons must also agree to be personally liable for your breach of the Franchise Agreement by signing the Unlimited Guaranty and Assumption of Obligations attached to the Franchise Agreement.

## ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer the services and products we specify periodically, in strict accordance with our standards and specifications. You may not sell any services or products that we have not authorized and you must discontinue offering any services or products that we may disapprove. We may periodically change required or authorized products or services. There are no limits on our right to do so. If we modify the System, you may be required to add or replace equipment, signs and fixtures, and you may have to make improvements or modifications as necessary to maintain uniformity with our current standards and specifications.

Additionally, we may require you to refurbish or remodel the Franchised Restaurant. We will have the right to require remodeling changes to your Franchised Restaurant at your expense no more often than once every 2 years, but you will not be required to expend more than 5% of your prior year's Gross Sales to accomplish any particular required remodeling and will not be required to do any particular required remodeling if it would occur within 1 year of the expiration date of any term of the Franchise. Costs associated with the repair, maintenance or upkeep of your facility, including repairs needed because of unusual wear and tear, do not apply toward the timing or cost limitations of remodeling

Periodically, we may allow certain services or products that are not otherwise authorized for general use as a part of the System to be offered locally or regionally based upon such factors as we determine, including test marketing, either for the purpose of consumer or operational feedback or evaluation, your qualifications, and regional or local taste differences. We do not impose any restrictions that limit your access to customers.

## 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 agreement attached to this Disclosure Document.**

| Provision | Section in Franchise or Other Agreement | Summary |
|---|---|---|
| a. Length of franchise term | Section 3.1. | Commences upon Effective Date and expires on the date ten years from the Effective Date. |
| b. Renewal or extension of the term | Section 3.2. | Option to renew for one additional 10 year terms. |
| c. Requirements for franchisee to renew or extend | Section 3.2. | Prior written notice; payment of renewal fee (Currently $10,000.); satisfy requirements of then existing Franchise Agreement and execute the same. |
| d. Termination by franchisee | Section 26. | You may terminate this Agreement by written notice to Company for any reason constituting good cause, provided (i) you are not in default of any obligation under this Agreement when it serves written notice of default on Company, and (ii) termination is accomplished in accordance with the requirements of this Agreement. Good cause means that Company has committed a material and substantial breach of this Agreement that it has not cured within the period allowed by this Agreement. This provision is subject to state law. |
| e. Termination by franchisor without cause | None | |
| f. Termination by franchisor with cause | Section 26 | We may terminate the Franchise Agreement if you default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate. |
| g. "Cause" defined-curable | Section 26 | We have the right to terminate the Franchise Agreement, giving you an |

| Provision | Section in Franchise or Other Agreement | Summary |
|---|---|---|
| defaults | | opportunity to cure within 30 days, or any lesser period specified below if you: (a) You fail to initiate and/or successfully complete initial training; (b) You fail, refuse or neglect to pay us, our designee or any affiliate of ours any sum owing when due or to submit to us any required information when due under this unless cured within five (5) days; (c) You fail to maintain any standard or specification required by us or in our manuals; (d) You offer any unauthorized or unapproved product or service; (e) You fail, refuse or neglect to obtain our prior written acceptance, approval or consent as required; (f) You misuse or make any unauthorized use of the System or the Marks, or otherwise materially impair the goodwill associated with or our rights in the System or the Marks; (g) You or your Manager fail to comply with the requirement of personal attention; (h)You fail to maintain books and records as stated in our manuals, and in a manner that permits an accurate determination of Gross Sales; (i) You fail, refuse or neglect to pay any third party, including any major supplier, or government taxing or licensing authority, any amount owing when due, or to satisfy any other material obligation relating to the Franchised Business; or (j) You fail to provide proof of insurance unless cured within ten (10) days. |

| Provision | Section in Franchise or Other Agreement | Summary |
|---|---|---|
| h. "Cause" defined-non-curable defaults | Section 26 | We have the right to terminate the Franchise Agreement without giving you an opportunity to cure if you: (a) without our prior written consent, cease to operate the Franchised Business; (b) You (or your principal officer, shareholder, partner or member, if you are a legal entity) are convicted of a felony, a crime involving consumer fraud, or any other crime that is reasonably likely, in our sole and absolute judgment, to have an adverse effect on the System, the Marks, the goodwill associated with the System or the Marks, or our interest in the System or the Marks; (c) The operation of the Franchised Business is creating an immediate threat or danger to public health or safety; (d) You have failed to make two or more timely payments of any fees or other amounts owed to us, or have repeatedly committed defaults within 12 months of any prior default for which we have given you written notice; (e) You knowingly make a material false or incomplete statement in any report submitted to us; (f) We discover that you knowingly made a material false statement to us to obtain the Franchise; (g) You or any other person or entity purportedly transfer any interest contrary to our requirements; (h) You participate in in-term competition contrary to our requirements; (i) You knowingly disclose the contents of our manuals or any other information learned or received and designated as "Confidential,"; (j) An approved transfer is not effected following death, permanent |

| Provision | Section in Franchise or Other Agreement | Summary |
|---|---|---|
| | | incapacity or dissolution as required; (k) You suffer any federal, state or local tax lien, levy or suit to enforce the same brought against you or your property; (l) You fail to identify, lease or purchase a site within the period stated or you fail to open for business within the period stated; (m) You underpay or under-report any amount due us by 3% or more for any 3-month period; or (n) You (or any officer, shareholder, partner or member, if you are a legal entity) violate any U.S. anti-terrorism law, ordinance, regulation or Executive Order. |
| i. Franchisee's obligations on termination/ non-renewal | Section 26 and 27 | If the Franchise Agreement is terminated or not renewed, you must: stop operating the restaurant; stop using any trade secrets, confidential information, the System and the Marks; if requested, assign your interest in the franchise location to us; cancel or assign to us any assumed names; pay all sums owed to us including damages and costs incurred in enforcing the Franchise Agreement; return the Confidential Operations Manual, trade secrets and all other confidential information; assign your telephone and facsimile numbers to us; comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement. |
| j. Assignment of contract by franchisor | Section 25 | There are no restrictions on our right to assign our interest in the Franchise Agreement. |

| Provision | Section in Franchise or Other Agreement | Summary |
| --- | --- | --- |
| k. “Transfer” by franchisee-definition | Section 25 | “Transfer” includes transfer of an interest in the franchise, the Franchise Agreement, the franchise location or the franchised restaurants assets. |
| l. Franchisor’s approval of transfer by franchisee | Section 25 | You may not transfer your interest in any of the items listed in (k) above without our prior written consent. |
| m. Conditions for franchisor approval of transfer | Section 25 | We will consent to a transfer if: we have not exercised our right of first refusal; all obligations owed to us are paid; you and the transferee have signed a general release in a form the same as or similar to the General Release attached to the Franchise Agreement; the prospective transferee meets our business and financial standards; the transferee and all persons owning any interest in the transferee sign the then current Franchise Agreement; you provide us with a copy of all contracts and agreements related to the transfer;; the transferee or the owners of transferee have agreed to be personally bound by all provisions of the Franchise Agreement; you have agreed to guarantee performance by the transferee, if requested by us; and the transferee has obtained all necessary consents and approvals of third parties; you or all of your equity owners have signed a non-competition agreement in a form the same as or similar to the Nondisclosure and Non-Competition attached to the Franchise Agreement. |

| Provision | Section in Franchise or Other Agreement | Summary |
| --- | --- | --- |
| n. Franchisor's right of first refusal to acquire franchisee's business | Section 25 | We may match an offer for your franchised restaurant or an ownership interest you propose to sell. |
| o. Franchisor's option to purchase franchisee's restaurant | Section 25 | We may exercise our option to purchase if (a) If we consent to a transfer in the nature of a grant of a security interest, and if the holder of the security interest later seeks to exercise your right or assume the interest of you in the Franchise, this Agreement, any related agreement, you or the Franchised Business due to a default under any documents related to the security interest, we will have the option to purchase the rights of the secured party by paying all sums then due to the secured party, and the secured party will sign an agreement to that effect before any transfer takes place; (b) upon a death, dissolution, or permanent incapacity your interest is not disposed by a designated Personal Representative of your interest; |
| p. Death or disability of franchisee | Section 25 | After the death or incapacity of an owner of the franchise, his or her representative must purchase the interest owned or transfer, subject to the terms of the Franchise Agreement, the individual's interest in the franchise to a qualified third party within 180 days of death or incapacity or we may terminate the Franchise Agreement. |

| Provision | Section in Franchise or Other Agreement | Summary |
| --- | --- | --- |
| q. Non-competition covenants during the term of the franchise | Section 21 | You, your owners (and members of their families and households) and your officers, directors, executives, managers, professional staff and employees are prohibited from: involvement in any other Poké restaurant or related business or in any business that provides supplies or services to other Members, attempting to divert any business or customer of the franchised restaurant to a competitive business or causing injury or prejudice to the Marks or the System; owning or working for a competitive business. This provision is subject to state law. |
| r. Non-competition covenants after the franchise is terminated or expires | Section 21 | For 2 years after the termination or expiration of the Franchise Agreement, you, your owners (and members of their families and households) and your officers, directors, executives, managers or professional staff are prohibited from engaging in or related to any Poké restaurant, directly or indirectly, through ownership or otherwise, that is conducted from the location and within 20 miles of the franchise locations at the time of expiration or termination. |
| s. Modification of the agreement | Sections 28 | The Franchise Agreement can be modified only by written agreement between you and us. |
| t. Integration/merger clause | Section 28 | Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable. |

| Provision | Section in Franchise or Other Agreement | Summary |
|---|---|---|
| u. Dispute resolution by arbitration or mediation | Section 32 | Subject to exceptions, any disputes to enforce, interpret any provision of the Franchise Agreement must be submitted to Arbitration. This provision is subject to State Law. See the attached Exhibit H Multi-State Addendums. |
| v. Choice of forum | Section 29 | Subject to state law, any litigation must be pursued in courts located in Los Angeles County, California. |
| w. Choice of law | Section 29 | Subject to state law, California law applies, except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.) and disputes over copyrights will be governed by federal copyright laws of the United States. |

[The remainder of this page is intentionally left blank.]

## ITEM 18. PUBLIC FIGURES

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

## ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in ITEM 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in 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 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 Yoon Ho Ju, 1828 South Western Avenue #102 Los Angeles, California 90006, the Federal Trade Commission, and the appropriate state regulatory agencies

[The remainder of this page is intentionally left blank.]

## ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1**

| SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2018 TO 2020 | | | | |
|---|---|---|---|---|
| **Outlet Type** | **Year** | **Outlets at the Start of the Year** | **Outlets at the End of the Year** | **Net Change** |
| Franchised | 2018 | 23 | 49 | 26 |
| | 2019 | 49 | 47 | -2 |
| | 2020 | 47 | 44 | -3 |
| Company-Owned | 2018 | 24 | 27 | 3 |
| | 2019 | 27 | 21 | -6 |
| | 2020 | 21 | 21 | 0 |
| Total Outlets | 2018 | 47 | 76 | 29 |
| | 2019 | 76 | 68 | -8 |
| | 2020 | 68 | 65 | -3 |

**Table No. 2**

| TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2018 TO 2020 | | |
|---|---|---|
| **State** | **Year** | **Number of Transfers** |
| Arizona | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| California | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| Georgia | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| Hawaii | 2018 | 0 |
| | 2019 | 0 |

| | | |
|---|---|---|
| | 2020 | 0 |
| Maryland | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| New York | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| North Carolina | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| Texas | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| Virginia | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| Washington | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| Canada | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| New Zealand | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |
| Total | 2018 | 0 |
| | 2019 | 0 |
| | 2020 | 0 |

[The remainder of this page is intentionally left blank.]

## Table No. 3

| STATUS OF FRANCHISE OUTLETS FOR YEARS 2018 TO 2020 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **State** | **Year** | **Outlets at Start of Year** | **Outlets Opened** | **Terminations** | **Non-Renewals** | **Reacquired by Franchisor** | **Ceased Operations – Other Reasons** | **Outlets at End of the Year** |
| AZ | 2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| CA | 2018 | 15 | 7 | 0 | 0 | 0 | 0 | 22 |
| | 2019 | 22 | 1 | 2 | 0 | 0 | 0 | 21 |
| | 2020 | 21 | 0 | 4 | 0 | 0 | 0 | 17 |
| GA | 2018 | 0 | 8 | 0 | 0 | 0 | 0 | 8 |
| | 2019 | 8 | 1 | 1 | 0 | 0 | 0 | 8 |
| | 2020 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| HI | 2018 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2019 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2020 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| OR | 2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2020 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| NC | 2018 | 0 | 3 | 0 | 0 | 0 | 0 | 3 |
| | 2019 | 3 | 0 | 2 | 0 | 0 | 0 | 1 |
| | 2020 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| NY | 2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TX | 2018 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2019 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2020 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| VA | 2018 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2019 | 2 | 0 | 2 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| WA | 2018 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2019 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2020 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |

| STATUS OF FRANCHISE OUTLETS FOR YEARS 2018 TO 2020 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **State** | **Year** | **Outlets at Start of Year** | **Outlets Opened** | **Terminations** | **Non-Renewals** | **Reacquired by Franchisor** | **Ceased Operations – Other Reasons** | **Outlets at End of the Year** |
| Canada | 2018 | 0 | 3 | 0 | 0 | 0 | 0 | 3 |
| | 2019 | 3 | 2 | 0 | 0 | 0 | 0 | 5 |
| | 2020 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| New Zealand | 2018 | 2 | 2 | 0 | 0 | 0 | 0 | 4 |
| | 2019 | 4 | 0 | 1 | 0 | 0 | 0 | 3 |
| | 2020 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Total | 2018 | 23 | 26 | 0 | 0 | 0 | 0 | 49 |
| | 2019 | 49 | 6 | 8 | 0 | 0 | 0 | 47 |
| | 2020 | 47 | 1 | 4 | 0 | 0 | 0 | 44 |

**Table No. 4**

| STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2018 TO 2020 | | | | | | | |
|---|---|---|---|---|---|---|---|
| **State** | **Year** | **Outlets at Start of Year** | **Outlets Opened** | **Outlets Reacquired From Franchisee** | **Outlets Closed** | **Outlets Sold to Franchisee** | **Outlets at End of the Year** |
| AZ | 2018 | 0 | 1 | 0 | 0 | 0 | 1 |
| | 2019 | 1 | 4 | 0 | 1 | 0 | 4 |
| | 2020 | 4 | 0 | 0 | 0 | 0 | 4 |
| CA | 2018 | 13 | 1 | 0 | 0 | 0 | 14 |
| | 2019 | 14 | 0 | 0 | 3 | 0 | 11 |
| | 2020 | 11 | 0 | 0 | 0 | 0 | 11 |
| GA | 2018 | 0 | 1 | 0 | 0 | 0 | 1 |
| | 2019 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2020 | 1 | 0 | 0 | 0 | 0 | 1 |
| HI | 2018 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2019 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2020 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| NC | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| NY | 2018 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2019 | 1 | 1 | 0 | 0 | 0 | 2 |
| | 2020 | 2 | 0 | 0 | 0 | 0 | 2 |
| TX | 2018 | 3 | 0 | 0 | 0 | 0 | 3 |
| | 2019 | 3 | 0 | 0 | 2 | 0 | 1 |
| | 2020 | 1 | 0 | 0 | 0 | 0 | 1 |
| VA | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| WA | 2018 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2019 | 2 | 0 | 0 | 1 | 0 | 1 |
| | 2020 | 1 | 0 | 0 | 0 | 0 | 1 |
| Canada | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| New Zealand | 2018 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | 2018 | 24 | 3 | 0 | 0 | 0 | 27 |
| | 2019 | 27 | 0 | 0 | 7 | 0 | 21 |
| | 2020 | 21 | 0 | 0 | 0 | 0 | 21 |

**Table No. 5**

| PROJECTED OPENINGS AS OF DECEMBER 31, 2020 | | | |
|---|---|---|---|
| **State** | **Franchise Agreements Signed But Outlets Not Yet Opened** | **Projected New franchised Outlets In The Next Fiscal Year** | **Projected New Company-Owned Outlets in the Next Fiscal Year** |
| AZ | 0 | 2 | 1 |
| CA | 0 | 5 | 2 |
| GA | 0 | 3 | 0 |
| HI | 0 | 1 | 0 |
| MD | 0 | 1 | 0 |
| NC | 0 | 1 | 0 |

| | | | |
|---|---|---|---|
| NY | 0 | 2 | 0 |
| TX | 0 | 2 | 2 |
| VA | 0 | 2 | 0 |
| WA | 0 | 2 | 0 |
| Canada | 0 | 5 | 0 |
| New Zealand | 0 | 3 | 0 |
| OR | 0 | 3 | 0 |
| NJ | 0 | 3 | 0 |
| FL | 0 | 3 | 0 |
| LA | 3 | 0 | 0 |
| NM | 0 | 1 | 0 |
| NJ | 1 | 2 | 0 |
| Total | 4 | 41 | 5 |

Our list of Current and Terminated Franchisees is attached to this Disclosure Document as Exhibit E.

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

Franchisees have signed confidentiality clauses during the last three years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

No trademark specific franchisee organizations have asked to be included in this Disclosure Document.

## ITEM 21. FINANCIAL STATEMENTS

Attached as Exhibit F are our audited financial statements as follows:

(i) Consolidated balance sheet for fiscal years ending as of December 31, 2018, December 31, 2019 and December 31, 2020;

(ii) Consolidated statement of operations for fiscal years ending as of December 31, 2018, December 31, 2019, and December 31, 2020;

(iii) Stockholders equity for fiscal years ending as of December 31, 2018, December 31, 2019, and December 31, 2020;

(iv) Consolidated cash flows for fiscal years ending as of December 31, 2018, December 31, 2019, and December 31, 2020;

Our fiscal year end is December 31.

## ITEM 22. CONTRACTS

Our Franchise Agreement is attached to this Disclosure Document as Exhibit C.

Our Guaranty is attached to the Franchise Agreement as Exhibit 5.

Our Nondisclosure and Non-Competition Agreement is attached to the Franchise Agreement as Exhibit 7.

## ITEM 23. RECEIPTS

Our copy and your copy of the disclosure document Receipts are located on the last 2 pages as Exhibit I of this Disclosure Document. Keep one copy for your records and return the other signed copy to us, the franchise seller, at Poké Bar, 3470 Wilshire Boulevard Suite 1115, Los Angeles, California 90010; telephone number 310-657-4294.

# LIST OF STATE ADMINISTRATORS

## Exhibit A to the Disclosure Document

# EXHIBIT A
# TO
# FRANCHISE DISCLOSURE DOCUMENT

## LIST OF STATE ADMINISTRATORS

California
Dept. of Business Oversight
One Sansome Street Suite 600
San Francisco, California 94104

Florida
FL Department of Agriculture & Consumer Services
Division of Consumer Affairs
Mayo Building, Second Floor
Tallahassee, Florida 32399-0800

Hawaii
Business Registration Division Securities Compliance Branch
Department of Commerce & Consumer Affairs
335 Merchant Street
Honolulu, Hawaii 96813

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

Indiana
Secretary of State Franchise Section
Indiana Securities Division
302 West Washington, Room E-111
Indianapolis, Indiana 46204

Kentucky
Commonwealth of Kentucky Office of the Attorney General Consumer Protection Division
1024 Capital Center Drive
P.O. Box 2000
Frankfort, Kentucky 40602

Maryland
Office of the Attorney General Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020

New York
NYS Department of Law
Investor Protection Bureau
28 Liberty Street 21st Floor
New York, NY 10005
212-416-8285

North Dakota
North Dakota Securities Department
600 East Boulevard Ave.
State Capitol, Fifth Floor, Dept.
414 Bismarck, North Dakota 58505-0510
(701) 328-4712

Rhode Island
Division of Securities
Department of Business Regulation
John O. Pastore Center, 69-1
1511 Pontiac Avenue Cranston,
Rhode Island 02920

South Dakota
Division of Securities
c/o 445 East Capitol Avenue Pierre,
South Dakota 57501

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

Virginia
State Corporation Commission
Division of Securities and Retail Franchising
Ninth Floor
1300 East Main Street Richmond,
Virginia 23219

Washington
Department of Financial Institutions
Securities Division
150 Israel Road SW Tumwater,
Washington 98501

# LIST OF STATE AGENT OF PROCESS

## Exhibit B to the Disclosure Document

**EXHIBIT B**
**TO**
**FRANCHISE DISCLOSURE DOCUMENT**

**LIST OF AGENTS FOR SERVICE OF PROCESS**

California
Dept. of Business Oversight
One Sansome Street Suite 600
San Francisco, California 94104

Hawaii
Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

Illinois
Attorney General of the State of Illinois
500 South Second Street
Springfield, Illinois 62706

Indiana
Secretary of State
201 State House
Indianapolis, Indiana 46204

Kentucky
Commonwealth of Kentucky
Office of the Attorney General
Consumer Protection Division
1024 Capital Center Drive
P.O. Box 2000
Frankfort, Kentucky 40602

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

Michigan
Department of Consumer and Industry Services Corporation,
Securities, and Land Development Bureau
6546 Mercantile Way
Lansing, Michigan 48910

Minnesota
Department of Commerce

85 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198

Nebraska
Department of Banking and Finance
1200 N Street, Suite 311
P.O. Box 95006
Lincoln, Nebraska 68509

New York
Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001

North Dakota
Securities Commissioner
North Dakota Securities Department
600 East Boulevard Ave.
State Capitol, Fifth Floor, Dept. 414
Bismarck, North Dakota 58505-0510

Rhode Island
Division of Securities
Department of Business Regulation
John O. Pastore Center, 69-1
1511 Pontiac Avenue Cranston,
Rhode Island 02920

South Dakota
Division of Securities
c/o 445 East Capitol Avenue Pierre,
South Dakota 57501

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

Virginia
Clerk of the State Corporation Commission 1st Floor
1300 East Main Street Richmond,
Virginia 23219

Washington
Department of Financial Institutions
Securities Division
150 Israel Road SW Tumwater,
Washington 98501

# Franchise Agreement

# Exhibit C to the Disclosure Document

**JB BROTHERS, INC.**

**FRANCHISE AGREEMENT AND ATTACHMENTS**

**TABLE OF CONTENTS**

**Attachments**:

**FRANCHISE AGREEMENT**

THIS FRANCHISE AGREEMENT ("Agreement") made this ______ day of ______________, 20___, is entered into between JB Brothers, Inc., a California corporation with its principal office at 3470 Wilshire Boulevard, Suite 1115, Los Angeles, California, 90010 ("we", "us" or "our"), and ________________________________, a ____________________ ________ with its principal office at __________________________________________________________________________ ("you" or "your").

**RECITALS**

A. We have expended time, skill, money and effort to develop a system for establishing and operating Poké Bar Dice & Mix® ("Poké Bar") restaurants (the "System"), a quick service/fast casual food service business primarily serving poké bowls, which consist of raw fish salads using a variety of fish and other kinds of seasonings. The System comprises the ongoing operation and development of Poké Bar businesses, and includes our Intellectual Property (including the Marks described in Section B), training methods, recipes, inventory methods, buying procedures, designs and color schemes, décor and physical layout, signs, equipment, and manuals containing business practice standards.

B. We also have expended time, skill, money and effort in publicizing the System and the products and services offered under the System. We have developed and will continue to develop valuable goodwill in the service mark, trademark and trade name Poké Bar Dice & Mix®, and in its trade dress; and have or may develop or acquire other service marks, trademarks, trade names and trade dresses for use under the System, all of which marks, names and dresses are or will be our sole property (the "Marks"). Our current Marks are listed under Item 13 of the Franchise Disclosure Document.

C. We franchise others to use the System and the Marks.

D. You desire to establish and operate a Poké Bar business, to use the Marks and all other elements of the System, and to derive the benefits of the System as developed by us. You acknowledge that it is essential to the maintenance of the high standards, which the public has come to expect of our products and services, and to the preservation of the integrity and goodwill of the Marks, that you adhere to our standards for the establishment and operation of a Poké Bar business.

In consideration of the recitals above and of the terms below, we and you agree:

1. **GRANT OF FRANCHISE**

1.1 Subject to the terms of this Agreement, we grant to you the non-exclusive right, and you undertake the duty, to establish and operate _____ (__) Poké Bar business (the "Franchised Business") for the term described in Section 3 (the "Franchise").

1.2 The Franchise includes the non-exclusive right and obligation to sell Poké Bar products and services.

1.3 The Franchise includes the non-exclusive right and obligation to use the complete System, as it exists or may be supplemented or modified during the term of the Franchise. You agree that the System will continue to evolve to reflect changing market conditions and to meet new and changing consumer demands, and that variations and additions to the System may be required to preserve and enhance the public image of the System and to ensure the continuing operational efficiency of Poké Bar businesses generally. Accordingly, you agree that we may, on notice and acting reasonably, add to, modify, upgrade and change the System, including the adoption and use of new and modified, upgraded or changed service marks, trademarks, trade names, trade dresses, equipment, techniques and methodologies relating to the preparation, marketing, promotion and sale of Poké Bar products and services, but any additions, modifications, upgrades or changes may not unreasonably increase your obligations under this Agreement or place an excessive economic burden on the Franchised Business. You further agree to promptly accept, implement, use and display in the operation of the Franchised Business all of those additions, modifications, upgrades and changes at your expense.

## 2. **RESERVED AREA, SITE, AND OUR RESERVATIONS OF RIGHT**

2.1 Reserved Area. If you have not located a site for the Franchised Business by the time of execution of this Agreement, you agree that you will seek to locate the Franchised Business only at a site acceptable to us within the geographic area ("Reserved Area") identified in the Reserved Area Addendum (Attachment 1A).

2.2 Site. When you have located a site for the Franchised Business acceptable to us, the site will be identified in the Site Addendum (Attachment 1B). Site Selection and other criteria is subject to Section 5.1.

2.3 Our Reservations of Right. We, on behalf of ourselves and our affiliates, designees and assignees, reserve the sole and absolute right, without offering you the right to participate:

(a) to establish and operate, and to grant to others the right to establish and operate, Poké Bar businesses at any location;

(b) to establish and operate, and to grant others the right to establish and operate, Poké Bar businesses in any location that are located within non-traditional venues, such as convention centers, airports, hotels, sports facilities, theme parks, hospitals, transportation facilities, venues in which master concessionaires provide foodservice, and similar captive market locations;

(c) to sell any products or services, using Poké Bar trademarks or different trademarks, through alternative channels of distribution, such as grocery stores, convenience stores, mobile vans or trucks and the Internet;

(d) to acquire and continue to operate, directly or indirectly, any business operating under different trademarks at any location;

(e) to acquire and retain, directly or indirectly, the rights and obligations of any franchisor or licensor of any business operating under different trademarks at any location;

(f) to establish and promote other franchise systems involving different products or services using different trademarks, and to establish company-owned or franchised outlets for those systems at any location;

(g) to be acquired, or merged with, or affiliated with (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by any other person, including a competing business, even if such person operates, franchises and/or licenses businesses in close proximity to the Franchised Business; and/or

(h) to engage in other activities not expressly prohibited by this Agreement.

## 3. TERM OF FRANCHISE

3.1 Initial Term. The Franchise will begin on the date of this Agreement, will continue for an initial term of ten (10) years unless sooner terminated under Section 26, and will expire at the end of the initial term or any renewal term unless renewed under Section 3.2.

3.2 Renewal Terms. You will have the right to renew the Franchise for one successive 10-year term, if:

(a) You have given us written notice, not more than 1 year and not less than 90 days before the expiration of the prior term, of your intention to renew;

(b) You are in substantial compliance with this Agreement or the then-current franchise agreement at the time of renewal, including any updates to the décor, signage, equipment or other standards we have at the time of renewal;

(c) None of your members have been convicted of a felony or a crime involving moral turpitude, consumer fraud or any other offense that is reasonably likely, in our sole judgment, to have an adverse effect on the Marks, the System, the goodwill associated with the Marks or System, or our interest in the Marks or System;

(d) You will be responsible for a renewal fee of ten thousand dollars ($10,000.00).

## 4. PERSONAL ATTENTION OF FRANCHISEE OR DESIGNATED MANAGER TO BUSINESS

4.1 Your principal operating officer, partner or member, or a Designated Manager who has successfully completed all required initial training, must personally manage the Franchised Business at all times.

4.2 You understand and agree that the success of the Franchised Business will depend on personal, continued and full-time attention to the Franchised Business by you, your principal operating officer, partner or member, or your Designated Manager. Personal, continued, and full-time attention will include at least: availability during normal and peak business periods; participation in the development and implementation of management and operational policies; and involvement in the training and supervision of employees and independent contractors to ensure that the System is followed.

## 5. ESTABLISHMENT OF SITE AND MAINTENANCE OF BUSINESS

5.1 Selection of Site. You represent that you own or will purchase or sign a lease for the site of the Franchised Business in accordance with our requirements. For purposes of this Agreement, the term "lease" includes a sublease.

(a) If the site of the Franchised Business has not been located by you and accepted by us before execution of this Agreement, it is your obligation to locate and lease or purchase a site suitable for the operation of the Franchised Business and acceptable to us in the Reserved Area within 180 days after execution of this Agreement.

(b) If you are delayed from completing the purchase or signing a lease for the site within 180 days, you must promptly provide us with a written request to extend the time to complete the purchase or sign the lease. The request must state: (1) that a delay is anticipated; (2) the reasons which caused the delay; (3) the efforts that you are making to proceed with the purchase or lease; and (4) an anticipated date that you will close on the purchase or sign the lease. In considering the request, we will not unreasonably withhold our consent to a delay, up to a maximum of 60 days, if you have been diligently pursuing locating a site and closing on a purchase or signing a lease for the site.

(c) You will send us a copy of the proposed lease for the Site of your Franchised Business for our review and approval at a flat fee cost for review of $500.

(d) All sites are subject to prior written approval from us.

(e) We will not unreasonably withhold acceptance of any site that meets our minimum standards for size and layout. We will give you notice of acceptance or rejection of the proposed site within a reasonable time after receiving written notice of your proposed site and letter of intent or other evidence satisfactory to us confirming your favorable prospects of obtaining the proposed site.

(f) You acknowledge that our acceptance of any site does not constitute any assurance that the Franchised Business will be profitable at that site or more profitable at that site in comparison to other sites. Our acceptance is only an indication that the particular site meets our minimum criteria. You recognize that the selection of the site is not a guarantee that the site will be successful or profitable. You should conduct an independent investigation of the proposed site before choosing to start the Franchised Business.

(g) If the possession or ownership of or lease for the site of the Franchised Business expires or terminates without fault of you, or if the site is destroyed, condemned or otherwise rendered unusable, or if in our judgment there is a change in character of the site of the Franchised Business sufficiently detrimental to its business potential to warrant its relocation, we may grant you permission to relocate the Franchised Business to another site acceptable to us. Any relocation will be at your sole expense.

(h) Any lease or replacement lease for the site, or any lease for acceptable substitute site, must include the Lease Addendum attached to this Agreement as Attachment 6 or equivalent provisions in place of the addendum that we approve. You agree to provide us with a copy of the lease before execution, and you agree not to sign the lease until you have received our written approval. You agree not to modify the lease in any way that would adversely affect our rights without our written approval. Your execution of a lease or purchase agreement for the site of the Franchised Business will constitute acceptance by you of the site and of the terms of the lease or purchase agreement, and a waiver of any claim or right against us relating to the choice of the site or the terms of the lease or purchase agreement.

5.2 Development of Business. You agree to develop the Franchised Business in accordance with our specifications. You will, promptly after obtaining possession of the site of the Franchised Business, and before opening, do or cause to be done all of the following:

(a) Before building out the site of the Franchised Business, prepare and submit to us for acceptance, which will not be unreasonably withheld, plans for the Franchised Business (or any deviations from the plans) (including, but not limited to, plans for construction, dimensions, exterior design, materials, interior layout, equipment installation, fixtures, furniture, signs and decorating), which plans will comply with our specifications for a Poké Bar business. In connection with the preparation and any modification of the plans, we will provide you with assistance regarding the design and layout of the Franchised Business (including a preliminary sample layout for the premises), and a list of necessary equipment and supplies. After being accepted, the plans may be further modified only to the extent necessary to comply with applicable ordinances and building codes, and applicable permits, lease and deed requirements and restrictions. All plans and modifications will be subject to our prior written acceptance.

(b) Obtain all required building, driveway, utility, sign and business permits and licenses, and any other required permits and licenses necessary for the establishment and operation of the Franchised Business, including any required liquor license.

(c) Construct all required improvements to the premises, decorate the premises in compliance with plans and specifications accepted by us and otherwise conform the premises to all applicable ordinances and building codes, and all applicable permit, lease and deed requirements and restrictions and our specifications, as modified by you with our prior written approval to fit the particular site, and obtain all customary contractors' sworn statements and partial and final waivers of liens for construction, remodeling, decorating and installation services.

(d) Purchase, lease and install all equipment, fixtures, furniture and signs required for the Franchised Business as listed in our specifications.

5.3 Equipment, Fixtures, Furniture and Signs. You agree to use in the operation of the Franchised Business only those brands and models of equipment, fixtures, furniture and signs that we have approved for Poké Bar businesses as meeting our standards and specifications. Specifications may include minimum standards for design, appearance, function, performance, serviceability and warranties. You further agree to place or display at the premises of the Franchised Business (interior and exterior) only the signs, emblems, lettering, logos and display materials that we approve in writing. You may purchase approved brands and models of equipment, fixtures, furniture and signs from any supplier, including us or our affiliates, where applicable. If you propose to purchase any brand and/or model of equipment, fixture, furniture or sign which is not then approved by us, you will first notify us and will submit to us, on our request, sufficient written specifications, photographs, drawings and/or other information or samples for a determination by us of whether the brand and/or model of equipment, fixture, furniture or sign complies with our standards and specifications, which determination will be made and communicated to you within a reasonable time. We will have the right to charge you a reasonable amount to cover the expenses incurred by us for any testing or inspection. See Section 14.2.

5.4 Business Opening. You agree to complete improvements and open for business within 12 months of the date of this franchise agreement. If you are delayed from opening within 12 months, you must promptly provide us with a written request to extend the time to open. The request must state: (1) that a delay is anticipated; (2) the reasons which caused the delay; (3) the efforts that you are making to proceed with opening; and (4) an anticipated date that you will open. In considering the request, we will not unreasonably withhold our consent to a delay, up to a maximum of 30 days, if you have been diligently pursuing opening, provided that you do open the business within 60 days of receiving our approval of the delay request. We will have the option to terminate this Agreement immediately if (i) any delay is unreasonable and/or (ii) we do not receive a written request to extend the time to open subject to this Section 5.4.

## 6. CONTINUOUS OPERATION OF BUSINESS

6.1 You must operate the Franchised Business on a continuous basis throughout the year, and must be open for business each week for the minimum hours and minimum days stated in our manuals, unless you are limited by local government regulation or you obtain a written variance from us.

7. **<u>LIMITATIONS ON ACTIVITIES OF BUSINESS</u>**

7.1 In order to preserve the System and the identification of Poké Bar franchisees operating under the Marks, you agree that the Franchised Business will not engage in activities other than those approved under the System. You may offer carry-out service and catering services in accordance with the System.

7.2 You may not engage in any deceptive or unfair trade practice or other activity, or offer any service or product which is harmful to the goodwill or reputation of you, us, our franchisees generally, the System or the Marks.

7.3 You must maintain the menu for the Franchised Business in the form provided or specified by us. We may require you to modify the menu on reasonable written notice. You may modify the menu only with our prior written consent subject to the following procedures:

(a) You must submit to us, in writing, any proposed menu modifications;

(b) You must submit to us, if we request, samples of any proposed new or modified menu items;

(c) Within 60 days, we will notify you, in writing, whether any proposed menu modifications, or any proposed new or modified menu items, items have been approved or disapproved; and

(d) You must reimburse us or our designee for any costs incurred in reviewing or testing any proposed menu modifications, or any proposed new or modified menu items.

7.4 You may maintain your own website in connection with the Franchised Business on the Internet, or on any comparable electronic network of computers or other devices with prior written approval by us.

7.5 You may participate in electronic communications in connection with the Franchised Business, on the Internet or on any comparable electronic network of computers or other devices, through emails, social media platforms or other means, only in accordance with our manuals and our written instructions particular to the communications.

8. **<u>PRICING; GIFT CARDS; INCENTIVE OR CONVENIENCE PROGRAMS</u>**

8.1 <u>Pricing.</u> We will provide you with our standard pricing schedule for products and services offered by the Franchised Business. We encourage you to charge the prices in the standard pricing schedule as it is in effect and as it may be revised from time to time, but you will have the right to sell your products and services at any prices you determine, except to the extent that we exercise our right to establish minimum or maximum prices for any products or services, as described below. If you sell your products and services at the prices in the standard pricing schedule, you acknowledge that we have made no guarantee or warranty that offering the products or services at those prices will enhance your sales or profits. Regarding our right to establish minimum or maximum prices, to the fullest extent permitted by applicable law, we may establish minimum or maximum prices for certain products and services, in our sole discretion, on a nationwide or advertising market basis, or on a limited-time-only or longer-term basis. If we establish any minimum or maximum prices, you will have the right to charge any prices above the minimum prices or below the maximum prices, but will not have the right to charge prices below the minimum prices or above the maximum prices.

8.2 Gift Cards. We reserve the right to establish policies regarding the use of gift cards, stored value cards, courtesy cards, coupons, loyalty cards and other comparable marketing items for you and others. You agree that the Franchised Business will offer for sale only the gift cards, stored value cards, courtesy cards, coupons, loyalty cards and other comparable marketing items that we may authorize and/or require. You will not sell or otherwise issue gift cards, stored value cards, courtesy cards, coupons, loyalty cards or comparable marketing items without our express written authorization and we will have the right to withdraw or modify our authorization at any time. You will honor all validly issued gift cards, stored value cards, courtesy cards, coupons, loyalty cards or other comparable marketing items and will strictly follow all policies and procedures that we may periodically establish in this regard.

8.3 Incentive or Convenience Programs. You acknowledge and agree that incentive or convenience programs may be effective methods to encourage customer visits to the Franchised Business. You must offer for sale and honor any incentive or convenience programs for customers that we periodically institute, and must do so in compliance with any standards and specifications that we establish for such programs in our manuals or otherwise in writing.

9. **FEES PAYABLE TO US**

9.1 Initial Franchise Fee. You must pay us or our designee on signing, an initial franchise fee of $30,000.00. This fee is non-refundable and fully earned by us when paid.[1]

9.2 Continuing Franchise Fee. You must pay us or our designee a continuing franchise fee of 6% of Gross Sales (as defined in Section 9.12). This fee is due and payable twice per month, on the 10th and the 25th, which covers the preceding sales for the first and second half of the month, by electronic transfer. We or our designee will initiate the draft from your bank account. During any period of business disruption, you must continue to pay us or our designee this fee bi-weekly based on your average weekly payments during the 12-week period immediately preceding the period of business disruption.

9.3 Monthly Franchise Report. Each month, we require you to send us and/or our designee the "Monthly Franchise Report" reflecting Gross Sales for the relevant monthly period. The Monthly Franchise Report should reflect all Gross Sales, including (a) sales initiated through your Point of Sale System and (b) copies of monthly sales statements received from "Third-Party Delivery Services." Third Party Delivery Services as used in this section shall mean revenue from delivery services including Postmates, Door-Dash, Grub-Hub, and the like. Monthly Franchise Reports should be sent to gopokebar@gmail.com within five (5) days of the last day of each month.

9.4 Advertising and Promotional Fund Contributions. See Section 16.

9.5 Training Fees. See Sections 11.2(b) and (d), 11.4 and 11.5.

9.6 Annual Conference Fee. See Section 11.2(c).

9.7 Audit Fee. See Section 13.7.

9.8 Renewal Fee. See Section 3.2(d).

9.9 Transfer Fee. See Section 25.2(b)(viii).

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[1] Washington and Maryland Franchisees. We agree that upon a determination by the respective State Commissioner that the collection of the initial franchise fee will be deferred until we have fulfilled our initial pre-opening obligations and you are open for business.

9.10 Interest and Late Fees. If any sum you must pay us or our designee under this Agreement is not actually received by us or our designee by the due date, that sum will bear interest calculated daily after the due date until paid at the lesser of a rate equal to 10% per annum or the highest rate of interest allowed by law. If the due date for a sum is not stated in this Agreement, generally it will be the 30th day after the billing date. Any payment received toward an overdue sum will first be applied to the interest due and will be applied to the overdue sum only after all outstanding interest is paid. You also must pay a late fee of $100 for each past due payment or late report. Interest and late fees will be in addition to any other rights or remedies that we have under this Agreement or otherwise. Regardless of your designation, we, in our sole discretion, may apply your payments to any of your past due indebtedness to us or our designee. See also Section 13.7.

9.11 Reimbursements for Bank Charges, Etc.. You must reimburse us or our designee for any charges that we or our designee incur on your returned checks, declined charges or similar financial defaults.

9.12 Gross Sales. For purposes of this Agreement, "Gross Sales" mean all receipts of the Franchised Business, including all amounts received on a cash, charge or time basis, and including the value of all products or services received for products or services provided, without reserve or deduction for inability to collect, and including any proceeds from any business interruption or similar insurance applicable to any revenue loss of the Franchised Business, but excluding: excise, sales and use taxes; gross receipts taxes or similar taxes separately stated to and collected from customers for transmittal to appropriate taxing authorities; bona fide discounts and refunds to customers; and receipts from pre-approved vending machines located in the Franchised Business, except for any amounts representing your share of the receipts. Our current policy on coupons and gift cards is as follows: Coupons generate receipts that are included in "Gross Sales" when they are redeemed by customers. At that time, the full retail prices of the items sold under the coupons are included in receipts, and the discounts given under the coupons are excluded as bona fide discounts when calculating "Gross Sales." Gift cards generate receipts that are included in "Gross Sales" when they are redeemed by customers, not when they are sold. We may change this policy on reasonable written notice to you.

9.13 Withholding of Sums Payable. You agree that you will not, on grounds of the alleged non-performance by us or our designee of any of our obligations under this Agreement, withhold payment of any fee or other sum payable by you under this Agreement.

9.14 Equipment, Supplies or Supplier Testing or Inspection, and Grant or Approval of Equipment, Supplies or Suppliers. See Section 14.2.

9.15 Electronic Payment Authorization. You must pay all on-going or periodic fees, and interest and late payments, to us or our designee by automatic bank draft or electronic funds transfer on the due date that we or our designee specify for each fee. If the due date specified for any fee is not a business day, we or our designee will draft your account on the next business day. You agree to execute Attachment 3 or any comparable documentation necessary for us or our designee to effect an automatic bank draft or electronic funds transfer.

9.16 Prohibited Product or Service Fee. If you offer any product or service that we have not authorized or approved, you must: (i) cease and desist offering or providing the unauthorized or unapproved product or service; and (ii) pay us or our designee on demand, a prohibited product or service fee of $250 per day for each day such unauthorized or unapproved product or service is offered by you. This fee will be in addition to all other remedies available to us under this Agreement or at law.

10. **PRODUCTS AND SERVICES FURNISHED BY US**

10.1 During the term of the Franchise, we provide the following:

(a) At no charge to you beyond the initial franchise fee, within 30 days after the execution of this Agreement, our initial materials related to establishing a Poké Bar business;

(b) Our standard pricing schedule for products and services offered by the Franchised Business (see Section 8.1);

(c) Samples of initial advertising and promotional materials and assistance in implementing an initial advertising and promotional program;

(d) Periodic efforts to report improvements in the System to you as they are developed or acquired by us in our sole discretion;

(e) Continuing assistance by telephone, electronic mail, voice mail, facsimile, mail, newsletters, or other methods, that we, in our sole discretion, deem reasonable under the circumstances;

(f) Manuals and related materials, and updates to those manuals and related materials, that we, in our sole and absolute judgment, select (paper copies or Intranet access);

(g) Guidance with site selection, construction, set-up and opening; AND

(h) In connection with the operation of the Franchised Business, provide reviews and analyses of your operations, in our sole discretion.

10.2 If you request, we will furnish special guidance and assistance relative to the operation of the Franchised Business, at per diem charges we establish (currently $500 per day, plus our out-of-pocket expenses). If you request special training of your personnel or other assistance in operating the Franchised Business that must take place at the location of the Franchised Business, you must pay all expenses for training, including our then-current per diem charges and all reasonable transportation, meal and lodging expenses incurred by our personnel supplying the additional assistance.

10.3 We will maintain a website (or multiple websites) on the Internet, or on comparable electronic networks of computers or other devices, to advertise and promote the Poké Bar System, and products and services marketed by us and our franchisees. We will permit you to maintain a standard listing on our primary website, and we may charge a reasonable fee for providing this access. We may link our website(s) to other websites, to social media platforms and in other manners we choose, in our sole discretion. Any representations and warranties of any kind whatsoever, express or implied, regarding our website(s), including representations and warranties as to the operation, functionality, lack of interruption or resources of our website(s), are expressly excluded. Without limiting the foregoing, we disclaim any implied warranties of merchantability and fitness for a particular purpose as to our website(s). As to any malfunctioning of our website(s), we will not be liable to you for any consequential, incidental, indirect, economic, special, exemplary or punitive damages, such as, but not limited to, loss of revenue or anticipated profits or lost business, even if you have advised us that these damages are possible as a result of any breach of warranty or malfunction.

10.4 Our obligations under this Agreement are to you. We may delegate our obligations to a third party of our choosing. No other person or entity, directly, indirectly or by subrogation, may rely on, enforce or obtain relief under this Agreement for any default by us or our designated representatives.

11. **TRAINING**

11.1 You and your employees and independent contractors must maintain the standards of skill, efficiency and quality associated with the System.

11.2 To assist you in establishing and maintaining those standards, we will provide assistance and training as follows:

(a) We will provide your principal operating officer, partner, member, or Designated Manager initial training for the operation of a Poké Bar business, at locations we designate. Your principal operating officer, partner, member, or Designated Manager, if any, must successfully complete initial training to our satisfaction before opening the Franchised Business. You will bear the cost of providing initial training, including the cost of basic materials and instructors, and you must pay your trainees' travel, lodging and meal expenses, and their wages and benefits, during the training. (Current per diem cost is $500/day excluding out-of-pocket expenses).

(b) If the original or any succeeding Designated Manager leaves your employ, a replacement Manager must successfully complete initial training at a location we designate, subject to our scheduling, within 8 weeks of the date of replacement. You must pay your replacement Manager's travel, lodging and meal expenses, and his or her wages and benefits, during the training. In addition, you must pay us or our designee our then-current training fee (currently $500 per person per day) as to that training, if we provide replacement Manager training to you more than once per calendar year.

(c) At our option, we may conduct annual conferences for our franchisees to discuss and review new business and marketing. The conferences may be held on a regional or national basis. We will provide you with notice of the times and places of the conferences, which times and places we will determine. Your principal operating officer, partner, member, or Designated Manager, if any, must attend each conference. For each of your representatives attending a conference, you must pay a non-refundable per-attendee fee to us or our designee equal to the approximate pro-rata out-of-pocket cost of holding the conference, and you also must pay your attendees' travel, lodging and meal expenses, and their wages and benefits, during the conference.

(d) Your principal operating officer partner, member, or Designated Manager must successfully complete remedial or follow-up training if, in our sole and absolute judgment, that training is necessary. You will bear the cost of providing remedial or follow-up training, and you must pay your Designated Manager's travel, lodging and meal expenses, and his or her wages and benefits, during the training.

11.3 Except as provided in this Section 11, you, your trained Designated Manager (if any) or your other trained personnel are responsible for training your other employees and independent contractors.

11.4 If you request for us to give any remedial or follow-up field assistance at your location, you must pay us or our designee our per diem charges (currently $500 per person per day) for those trainers, and must reimburse us or our designee for the reasonable travel, lodging and meal expenses of those trainers.

11.5 We may require you to make reservations for trainees or attendees in advance of any training or conference. We may require deposits for those reservations (which may be refunded or, in our sole discretion, applied toward training or conference fees) and may charge cancellation fees if reservations are cancelled.

## 12. CONFIDENTIAL OPERATIONS MANUAL; ADDITIONAL MANUALS AND MATERIALS

12.1 We have developed a copyrighted Confidential Operations Manual containing both mandatory standards and specifications, and non-mandatory guidelines and recommendations, for the operation of the Franchised Business. The mandatory standards include mandatory policies and procedures. The Confidential Operations Manual is and will remain our exclusive property. You will merely be lent paper or read-only disk copies of, or be given Intranet access to, the Confidential Operations Manual during the term of the Franchise. We also may lend you paper copies or read-only disk copies of, or give you Intranet access to, additional manuals and materials we develop for aspects of the System. In order to protect our reputation and goodwill, the System and the Marks, you must operate the Franchised Business in strict conformance with the Confidential Operations Manual and any additional manuals or materials we develop that are lent to you.

12.2 You agree that we may modify the System, and that modifications to the System may require modifications to our manuals, including the Confidential Operations Manual. You agree to operate the Franchised Business in strict conformance with any modifications to our manuals. Modifications will be effective on receipt by you, unless we otherwise state.

12.3 The mandatory standards and specifications in our manuals, and any modifications to them that we make, are provisions of this Agreement as if fully stated in this Agreement. All references in this Agreement to the "Confidential Operations Manual" or "our manuals" mean to the mandatory standards and specifications in those manuals, including all modifications to them as of the time they are in effect.

12.4 You must at all times ensure that any paper or read-only disk copies of our manuals are up-to-date and kept in a secure place. If there is any dispute as to their contents, the master copies of our manuals maintained at our headquarters will be controlling.

12.5 You must treat the Confidential Operations Manual, and the other manuals and materials we develop and provide to you, as confidential, and must take all reasonable precautions to maintain the manuals' and materials' confidentiality. You may not, without our written consent, copy, duplicate, record or otherwise reproduce the Confidential Operations Manual, or the other manuals or materials we develop and provide to you, in whole or in part, or otherwise make the same available to any person who is not bound by the confidentiality terms of this Agreement, or who has not signed a separate confidentiality agreement substantially similar to our approved form (see Section 20.2).

## 13. ACCOUNTING PROCEDURES

13.1 You must use computerized record-keeping and accounting systems as we require.

13.2 You recognize the importance of financial and statistical analysis, and agree to provide us with weekly and/or monthly reports in the forms and at the times and places we reasonably state. All financial information you provide to us must be prepared in accordance with accounting methods we accept.

13.3 You must provide us annually, within 3 months after your fiscal year end, with a statement of revenues, expenses and income (or loss) for the year, and a statement of assets and liabilities as of the end of the year, which statements must be prepared in accordance with accounting methods we accept. At our option, we may require this statement to be prepared by an independent certified public accountant in accordance with the standards for a compilation. Simultaneously with this statement, we may request copies of all tax returns you file for the year as to the Franchised Business, including federal and state income tax returns.

13.4 You must submit to us any other financial or statistical reports, records, statements or information that we reasonably deem to be required or desirable, in the forms and at the times and places we reasonably state.

13.5 All financial or statistical information you provide to us must be accurate and correct in all material respects.

13.6 We have the right to use any financial or statistical information you provide as we deem appropriate. We will not identify you as the source of that information, and will not disclose any information shown in any of your tax returns (other than information disclosed in other documents submitted to us) except: (i) with your permission; (ii) as required by law or compulsory order; or (iii) in connection with audits or collections under this Agreement.

13.7 During and for 5 years after the term of the Franchise, we or our designated agents have the right, at all reasonable times, to examine, copy and audit your and the Franchised Business' books, records and tax returns. If an examination or audit discloses any underpayment of any fee, you must promptly pay the deficient amount plus interest and a late fee as described in Section 9.10. If an examination or audit discloses an underpayment or understatement of any amount due us by 3% or more for any 3-month period, or if the examination or audit is made necessary by your failure to furnish required information or documents to us in a timely manner, you must, in addition, reimburse us or our designee for the cost of having your books examined or audited. If an examination or audit discloses an underpayment or understatement of any amount due us by 5% or more for any 3-month period, we will have the right to terminate the Franchise under Section 26.2(n). These rights will be in addition to any other rights or remedies we have under this Agreement or otherwise.

(a) Should we conduct an audit, you will be responsible for all costs and expenses associated with the audit, not to exceed $20,000.

13.8 During and for 5 years after the term of the Franchise, you must maintain and preserve all books, records and accounts of the Franchised Business for at least 5 years after the close of the fiscal year to which the books, records and accounts relate.

## 14. **<u>EQUIPMENT, SOFTWARE, SUPPLIES, PRODUCTS AND SERVICES</u>**

14.1 You may obtain your equipment, software, supplies, products and services from our Approved Suppliers as stated in our Manual, subject to change from time to time, including:

(a) You will subscribe to an online computer network as we require;

(b) You will obtain our written approval before purchasing any product from an unapproved supplier;

(c) You will use the Point of Sale System we designate;

(d) You will obtain all other equipment, software, supplies, products and services that meet our specifications from our Approved Suppliers. The purpose of these specifications is to protect and maintain the goodwill of the System and the Marks; and

(e) You will participate in any purchasing or distribution cooperatives that we may establish, if we require your participation.

14.2 We reserve the right to inspect and re-inspect the products, supplies and facilities of your suppliers, to determine their conformity with this Section 14. We will maintain and make available to you a list of certain equipment, software, supplies and services that meet our specifications. We may modify this list. If you desire to use equipment or supplies not on the list, you will so notify us in writing to obtain our written approval before using the equipment or supplies and, if we so request, will provide us samples of the equipment or supplies and any relevant data. At our option, we will test any equipment or supply to determine whether it meets the required specifications and will notify you accordingly within a reasonable time. If we determine that any equipment or supply does not meet the required specifications, you agree that you will not use the equipment or supply in the Franchised Business. The supplier of any equipment or supply proposed for your use under this Section may be required to demonstrate to our reasonable satisfaction that:

(a) the supplier meets our specifications, including our quality, quantity, warranty, variety, service and safety specifications, for the equipment or supply and for the facilities used in the production and distribution of the equipment or supply;

(b) the supplier has the capacity to supply franchisee requirements;

(c) the supplier has a sound financial condition and business reputation; and

(d) the supplier will supply equipment or supplies to a sufficient number of our franchisees to enable us to economically monitor compliance by the supplier with our specifications.

14.3 We may designate an exclusive or non-exclusive designated supplier of a product or service, or may offer to sell to you products or services used in operating a Poké Bar business that you must purchaseas stated in our manuals. We or our affiliates will endeavor, to the extent we are able to do so based on total purchases by our franchisees, to negotiate volume purchasing arrangements for products and services, and to offer them to our franchisees at prices not otherwise generally available to the franchisees.

14.4 To the extent we are not the manufacturer of any equipment or supply that we may sell or provide to you, unless specifically stated otherwise in writing, we do not provide any warranty or guarantee to you or any third party, and you may not make any representation to the contrary to any third party. If we are able to secure from any manufacturer any warranty, guarantee or assumption of liability that we are authorized to convey to you, we will so notify you.

14.5 Security deposits or advance payments may be required by us, our designee or our affiliates as to your purchases of fixtures, equipment or supplies by you. You agree to pay all invoices rendered by us, our designee or our affiliates for equipment or supplies within 30 days after the dates of the invoices.

14.6 You agree to obtain licenses to use and to use all software that we require in the operation of the Franchised Business, and to comply with all standards and specifications that we require regarding proprietary software. Proprietary software may be developed and integrated into the System in our sole discretion. We or our designee will provide any initial issuances, upgrades or updates of proprietary software to you for reasonable fees.

15. **DESIGN AND APPEARANCE OF BUSINESS**

15.1 Condition and Appearance of Business. The condition and appearance of a Poké Bar business is part of our trade dress. You agree to maintain the condition and appearance of the Franchised Business consistent with our trade dress and the image of the Franchised Business as a clean, attractive, modern, sanitary, convenient and efficiently operated facility selling high quality products and services. If at any time, in our reasonable judgment, the general state of repair, appearance or cleanliness of the premises of the Franchised Business or its equipment, fixtures, furniture, signs or decor does not meet our standards or specifications, we will so notify you, specifying the action to be taken by you to correct the deficiency. If you fail or refuse to initiate, within 30 days after receipt of notice, and then fail to continue, a bona fide program to undertake and complete any required maintenance within the timetable set by us, your failure or refusal will be considered a default for which we may terminate the Franchise. In addition, we or our designee will have the right, but will not be obligated, to enter the premises of the Franchised Business and effect required repairs, painting, decorating and/or replacements of equipment, fixtures, furniture, signs or decor on behalf of you, and you will have the obligation to pay the entire cost to us or our designee on demand. Your obligation to initiate and continue any required maintenance will be suspended during any period in which the maintenance is impractical due to war, civil disturbance, natural disaster, labor dispute or other event beyond your reasonable control.

15.2 You may make no change to your facility design or appearance without our prior written consent, and must maintain and renovate periodically, at your expense, the interior and exterior of the facility in the manner we reasonably require so as to maintain standards of design and appearance consistent with the image of the System. We will have the right to require remodeling changes to the facility at your expense no more often than once every 2 years, but you will not be required to expend more than 5% of your prior year's Gross Sales to accomplish any particular required remodeling and will not be required to do any particular required remodeling if it would occur within 1 year of the expiration date of any term of the Franchise. Costs associated with the repair, maintenance or upkeep of your facility, including repairs needed because of unusual wear and tear, do not apply toward the timing or cost limitations of remodeling.

15.3 You agree to purchase or lease, and to display at the Franchised Business, only signs, emblems, logos, lettering and pictorial materials that are in accordance with specifications required by us subject to changes for which we have given our prior written consent. We have the right to revise the specifications for signs, emblems, logos, lettering and pictorial materials, and you must promptly alter your signs, etc., at your location to conform to the revised specifications. The alterations will be at your expense if revisions are required no more often than once every 2 years. Costs associated with the repair, maintenance or upkeep of your signs, etc. do not apply toward the timing or cost limitations of alterations.

15.4 You must maintain your facility and all adjacent areas in good, clean, attractive and safe condition at all times. You must, at your expense, undertake all maintenance and make all repairs, replacements, alterations and additions as required for that purpose, including periodic cleaning, repainting, repairs and replacement of obsolete fixtures, equipment, and furnishings as we reasonably require.

15.5 You, at your or your employees' and independent contractors' expense, will cause your employees and independent contractors to present themselves to customers, in terms of general appearance, dress and accessories, in accordance with the standards and specifications in our manuals or otherwise communicated to you by us.

16. **ADVERTISING AND PROMOTION**

16.1 We retain the right, recognizing the value of marketing and the importance of the standardization of promotions and public relations programs to the furtherance of the goodwill and public image of the System and the Marks, at our option, to implement a system-wide advertising and promotional fund ("Fund") during the term of the Franchise, and on a weekly basis, an amount we determine that will not exceed 1% of your Gross Sales.

16.2 If we activate the Fund on 60 days' prior written notice to you, the Fund will be maintained and administered as follows:

(a) You will contribute to the Fund weekly, based on your Gross Sales in the preceding week. This fee is payable weekly by electronic transfer. We or our designee will initiate the draft from your bank account. During any period of business disruption, you must continue to pay us or our designee this fee weekly based on your average weekly payments during the 12-week period immediately preceding the period of business disruption.

(b) Any company-owned Poké Bar business will make contributions to the Fund on a basis at least equal to that described in Section 16.1.

(c) We may establish a cooperative advertising program for the benefit of all Poké Bar businesses located within a particular geographic area. We have the right to (a) allocate any portion of the Fund to a cooperative advertising program; and (b) collect and designate all or a portion of the expenditures for local advertising required in Section 16.3 for a cooperative advertising program. We will determine the geographic area for each cooperative advertising program. You must participate in any cooperative advertising program established in your geographic area if we require your participation. If a cooperative advertising program is implemented in a particular geographic area, we may establish a cooperative marketing committee for franchisees in that area to self-administer the program.

16.3 Local Advertising and Use of Advertising Materials.

(a) You must spend at least 1% of your annual Gross Sales on local advertising. You may not solicit business outside your 10 miles radius through the use of a toll-free number, direct mail, a website, electronic communications or other advertising methods without our prior written approval.

(b) You must submit to us, for our approval, all materials to be used for local advertising, unless they have been approved before or they consist only of materials we provided. All materials containing our proprietary marks must include the designation ™ (trademark), SM (service mark), ® (registered trademark), © (copyright), or any other designation we specify. We may require you to withdraw and/or discontinue the use of any promotional materials or advertising, even if previously approved. You must include in any significant display advertisements, and in marketing materials for the Franchised Business, , a notice that the Franchised Business is individually owned and operated. Subject to any legal restrictions, you also must display or make available, in the reception area of the Franchised Business, marketing materials that we provide to you about the purchase of Poké Bar franchises, but you have no responsibility or authority to act for us in franchise sales.

16.4 You acknowledge and agree that we will own all rights to and interest in each telephone number, telephone directory listing, email address, domain name and comparable electronic identity used by you that is associated in any manner with the Franchised Business and/or with any Mark ("Listing"). You acknowledge and agree that all goodwill arising from or in connection with the use of each Listing will inure to our benefit. Promptly after the expiration, termination, repurchase or transfer of the Franchise, and at your own expense, you will notify all telephone companies and Internet service providers or comparable Internet authority with whom you have any Listing and direct them to transfer the Listing to us, or any person(s) we designate; and you will execute any and all documents necessary to complete these transfer(s). On the execution of this Agreement, you will sign a telephone and Internet service transfer consent and authorization, in a form substantially similar to Attachment 2, granting us the authority to change, transfer or terminate your Listing(s), on your behalf. We will use this authorization for your Listing(s) only if you do not comply fully with this Section 16.4 after the expiration, termination, repurchase or transfer of the Franchise.

17. **INSURANCE**

17.1 You must secure before opening the Franchised Business, and then must continuously maintain during the term of the Franchise, insurance at your expense, as follows:

(a) Workers' compensation insurance as required by the law of the state or jurisdiction in which you are engaged in business. This insurance must be maintained for trainees, as well as for those employed or engaged in the operation of the Franchised Business. This must be at least $100,000 or higher depending on the laws of the state of your jurisdiction.

(b) Comprehensive general liability insurance with limits of at least $1,000,000 per person per occurrence (and $2,000,000 aggregate for bodily injury) and at least $25,000 for property damage per occurrence.

(c) "All risk" insurance on the premises, equipment (except portable equipment) and supplies, for loss or damage by fire, windstorm, flood, casualty, theft and other risks usually insured against by the owners or landlords of similar property. The insurance must be for at least 90% of the replacement cost of the property. Unless you obtain a written waiver from us, any Poké Bar business sustaining loss or damage must be repaired, restored or rebuilt within 60 days after the date of the loss or damage.

(d) Dram Shop/Host Liquor Liability Insurance with limits of at least $1,000,000 per occurrence, if beer, wine or other liquor is served in operation of the Franchised Business.

(e) Business interruption insurance for a period of at least 12 months.

(f) Such insurance and types of coverage as may be required by your landlord or by the terms of any lease for the premises of the Franchised Business or by the municipality, county, state or other local jurisdiction in which the Franchised Business is located.

(g) Comprehensive commercial automobile liability insurance for any vehicle operated by, or on behalf of, the Franchised Business, including owned, hired and non-owned vehicle coverage of at least $500,000.

(h) Crime insurance for employee dishonesty in the amount of $10,000 combined single limit.

(i) Cyber liability insurance with a limit of at least $100,000 per occurrence.

(j) Employment practices liability insurance (EPLI) with a limit of at least $100,000 per occurrence.

17.2 If circumstances require for the protection of you and us, we, in our sole discretion, may increase or modify the insurance limits noted above and may require additional types of insurance. If we determine that any required insurance is not generally available to you at a cost that we, in our sole and absolute judgment, deem to be reasonable, then we may modify the insurance requirements to provide for lower limits until the insurance becomes available at a reasonable cost.

17.3 Each insurance policy you maintain for the Franchised Business, except the workers' compensation and employment practices liability policies, must: name us, and our affiliates, successors, assigns, shareholders, partners, officers, directors, employees and agents as additional insureds; require the insurer to defend each person or entity if there is a claim; provide that any liability coverage afforded applies separately to each person or entity against whom a claim is brought as though a separate policy had been issued to that person or entity; contain no provision that limits or reduces coverage if there is a claim by 1 or more additional insured, or by reason of any insurance that we maintain; and provide coverage for your indemnification obligation under Section 24.2 of this Agreement. Coverage for additional insureds will apply on a primary basis irrespective of any other insurance, whether collectable or not. All insurance policies must be issued by insurance companies with performance ratings of at least A+ as rated in the then-most-recent edition of Best's Insurance Reports or comparable publication.

17.4 At least 10 days before you open the Franchised Business or begin any construction, you must furnish us with certificates of insurance issued by insurance companies showing compliance with the insurance requirements in Section 17.1 and paid receipts showing the certificate numbers. Each certificate of insurance must include a statement by the insurance company that the policy will not be canceled, subject to non-renewal or materially altered without at least 30 days' written notice to us. Annually, when you provide us with your annual financial statements, you must furnish us with then-current certificates of insurance and paid receipts showing the certificate numbers. On our request, you must provide us or our designee with copies of your insurance policies and proof of payment for the policies.

17.5 You may not reduce any insurance limit, restrict any insurance coverage, or cancel, alter or amend any insurance policy without our prior written consent. If you fail to obtain or maintain any required insurance, you agree that we or our designee may, but are not obligated, to obtain the insurance and that you will reimburse us or our designee for the cost of the insurance, and for any reasonable expenses incurred in procuring the insurance, within 30 days of the date of our invoice. You expressly waive any objection to our purchase of insurance under this Section.

## 18. <u>LEGAL COMPLIANCE, TAXES, LICENSES, UTILITIES AND OTHER OBLIGATIONS</u>

18.1 You must comply with all laws and regulations applicable to the operation of the Franchised Business, including laws and regulations governing matters such as occupational hazards, the preparation and dispensing of food products, menu labeling. zoning, construction, disability accommodations, business licensing, fictional business names, health, sanitation, safety, minimum wages, overtime, working conditions, workers' compensation insurance, unemployment insurance, consumer protection, trade regulation, data protection and data breaches, environmental protection, and the withholding and payment of income, social security, sales, use, property and other taxes.

18.2 You must promptly notify us of any suspected data breach at or in connection with the Franchised Business.

18.3 You must promptly satisfy any other indebtedness that you incur in operating the Franchised Business.

18.4 You must promptly notify us of the commencement of any action, suit or proceeding, or of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality that may adversely affect the operation of the Franchised Business.

18.5 If there is any bona fide dispute as to any liability for taxes assessed or other indebtedness, you may contest the validity of the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, you may not permit a tax sale or seizure by levy of signing or similar writ or warrant, or attachment by a creditor to occur against the premises of the Franchised Business or any of its improvements.

19. **PROPRIETARY MARKS**

19.1 The Marks are our exclusive property. You agree that your use of the Marks is a temporary authorized use under the franchise and that we retain all ownership interests in the Marks. You acknowledge and agree that all goodwill arising from or in connection with the use of the Marks will inure to our benefit. You agree to use the Marks only in accordance with the terms of this Agreement and agree that the use of the Marks outside the scope of the terms of this Agreement without our prior written consent, is an infringement of our exclusive right, title and interest in and to the Marks. You agree that during the term of the Franchise, and after the expiration, termination, repurchase or transfer of the Franchise, you will not, directly or indirectly, commit an act of infringement or contest or aid others in contesting the validity, distinctiveness, secondary meaning, ownership or enforceability of the Marks, or take any other action in derogation of the Marks, and that no monetary amount will be assigned as attributable to any goodwill associated with your use of the System or the Marks.

19.2 You must provide products and services to the public under the service mark, trademark and trade name "Poké Bar Dice & Mix", or "Poké Bar but may not use any Mark, any derivation or modified version of any Mark, or any confusingly similar mark: as part of any corporate, partnership, firm or other business name, website address, email address, domain name or other identification in any print, electronic or other medium; or with any prefix, suffix or other modifying word, term, symbol or design, unless you obtain our written approval. You may not use any Mark in connection with the offer or sale of unauthorized products or services or in any manner that we have not authorized in writing. You agree to execute, during or after the term of the Franchise, at our request, any consents necessary for the registration of our corporate name in the state where you conduct the Franchised Business.

19.3 You agree that when any Mark is affixed to any packaging or point of sale display, or is used in advertising or promotional materials, the Mark will be accompanied either by an appropriate notice immediately following the Mark (™ if on a product package and ® if advertising a service) printed on or in the package, display, advertisement or material.

19.4 If it becomes advisable at any time, in our sole and absolute judgment, for the Franchised Business to modify or discontinue use of any Mark and/or to use 1 or more additional or substitute service marks, trademarks, trade names or trade dresses, you agree to comply with our directions to modify or otherwise discontinue the use of the Mark, and/or to use 1 or more additional or substitute service marks, trademarks, trade names or trade dresses, within a reasonable time after receiving notice from us. You will be responsible for the costs of modifying or discontinuing the use of any trademark, service mark or trade name, or using 1 or more substitute trademarks, service marks or trade names. We will not be responsible for reimbursing you for any loss of goodwill in connection with the modification or discontinuation of any trademark, service mark or trade name.

19.5 During the term of the Franchise, in conjunction with the use of any Mark, you must identify yourself as the operator of the Franchised Business on letterhead sheets, invoices, order forms, receipts, contracts and similar documents, and, where we require, on signs. The form and content of the identification must comply with our specifications.

19.6 During the term of the Franchise, you must file and maintain requisite trade name or fictitious name registrations, and must execute any documents deemed necessary by us or our counsel to obtain protection for the Marks or maintain their continued validity and enforceability.

19.7 You must promptly notify us of any use of any Mark or any name or mark confusingly similar to any Mark by any person or entity other than us or another of our franchisees.

19.8 You agree to promptly notify us of any litigation brought or threatened by any person or entity against you, involving any Mark. If we, in our sole and absolute judgment, undertake the defense or settlement of that litigation or claim, we will do so at our own expense, but you agree to execute any documents, and to render any assistance (excluding financial assistance) as may, in the sole discretion of our counsel, be reasonably necessary to carry out the defense or settlement. If the defense does not involve issues concerning the operation of your business, we will reimburse you for all reasonable out-of-pocket costs incurred in connection with assisting in the defense or settlement.

19.9 You agree that the use of any Mark contrary to any term of this Agreement is an act of infringement, and that the use will cause irreparable injury to us and entitle us to an order of specific performance and/or a temporary, preliminary or permanent injunction, without bond, from a court or agency of competent jurisdiction, court costs, reasonable expenses of litigation, reasonable attorney's fees, and any other appropriate relief.

20. **TRADE SECRETS AND CONFIDENTIAL INFORMATION**

20.1 You acknowledge that the System involves trade secrets we own and that, during your relationship with us, you will acquire knowledge of confidential information, including:

(a) site selection criteria;

(b) training, operational knowledge, manuals and materials, including the Confidential Operations Manual and product recipes;

(c) System standards and specifications, including know-how, methods, formats, policies, procedures, techniques, knowledge and experience, used in developing, promoting and operating the Franchised Business;

(d) market research, and promotional, marketing and advertising programs;

(e) knowledge of suppliers and specifications for products and supplies used in the operation of the Franchised Business;

(f) software or similar technology which is proprietary to us, our affiliates or the System; and

(g) customer data and customer lists.

20.2 You agree that, without our prior written consent, you will never either during or after the term of the Franchise, use or allow the use of any trade secret or confidential information except in connection with the operation of the Franchised Business by persons actively involved in the operation of the Franchised Business. You further agree that you will not disclose the contents of any manuals, plans, records or other documents relating to the Franchised Business to any third party, except a party who is actively involved in the operation of the Franchised Business and who has a valid need for disclosure. Any employee or independent contractor to whom a trade secret or confidential information is disclosed will be informed that the trade secret or confidential information is confidential and proprietary to us, and that it may not be used except under a franchise agreement with us.

20.3 You must have each Manager, employee, and independent contractor enter into a Confidentiality and Non-Competition Agreement that is attached as Attachment 7.

20.4 You agree to promptly reveal to us discoveries, inventions, innovations or improvements made by you, or by any of your Managers, employees or independent contractors, relating to materials, devices, methods or processes in any way connected with the System, and further agree that all proprietary interests in the information, materials, devices, methods, techniques, know-how and processes utilizing those discoveries, inventions, innovations and improvements will be our property.

20.5 You agree that use of any trade secret or confidential information contrary to any term of this Agreement is an act of infringement, and that the use will cause irreparable injury to us and entitle us to an order of specific performance and/or a temporary, preliminary or permanent injunction, without bond, from a court or agency of competent jurisdiction, court costs, reasonable expenses of litigation, reasonable attorney's fees, and any other appropriate relief. You agree that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, on due hearing, and expressly waive all claims for damages caused by the wrongful issuance of any injunction.

## 21. **NON-COMPETITION**

21.1 Unless otherwise stated in this Agreement, the word "you" in this Section 21 includes, collectively and individually, each shareholder, member, partner, officer and director, and each direct or indirect holder (and each shareholder, member, partner, officer or director of each holder) of any beneficial interest in you, if you are a legal entity.

21.2 You agree that during the term of the Franchise, you will not, directly or indirectly, for yourself, or through, on behalf of or in conjunction with any person or entity, divert or attempt to divert any business or customer of the Franchised Business to any other business by direct or indirect inducement or otherwise, but this Section 21 will not prevent you from referring customers in good faith to other businesses that may be able to provide those customers with products or services not available from the Franchised Business.

21.3 [reserved].

21.4 You acknowledge: that certain methods of doing business and other elements comprising the System are unique and distinctive, and have been developed by us at great effort, skill, time and expense; that you will have regular and continuing access to valuable trade secrets, confidential information and valuable training regarding the System; and that you recognize your continuing obligation to promote the Franchised Business. You accordingly agree as follows:

(a) During the term of the Franchise, you will not, without our prior written consent, directly or indirectly, for yourself, or through, on behalf of or in conjunction with any other person or entity, own, operate, engage in, have any interest in, be employed by or perform any service which operates one or more Competitive Businesses, or which franchises or licenses others to operate Competitive Businesses. A "Competitive Business" is any business which offers, or which franchises or licenses others to offer, products or services that are the same as or substantially similar to products or services that are offered by you under this Agreement.

(b) You agree that, for an uninterrupted period of 2 years after the expiration or termination of the Franchise, regardless of the cause of expiration or termination, you will not, without our prior written consent, directly or indirectly, for yourself, or through, on behalf of or in conjunction with any other person or entity, own, operate, engage in, have any interest in, be employed by or perform any service for any business which operates one or more Competitive Businesses, or which franchises or licenses others to operate Competitive Businesses, and which operates: (1) within a 20-mile radius of any Poké Bar business operating or in planning at time of expiration or termination, (2) within the area of any Poké Bar area developer operating at the time of expiration or termination, or (3) within the region of any Poké Bar regional developer operating or planning to operate at the time of expiration or termination. If you violate any covenant in this Section 21.4(b) during the 2-year period immediately after the effective date of the expiration or termination of the Franchise, you agree to comply with such covenant during a subsequent 2-year period, and you further agree that an arbitrator or judge may order compliance with such covenant during any subsequent 2-year period.[2]

21.5 You agree that your violation of any term of this Section 21 will cause irreparable injury to us for which no adequate remedy at law is available. You accordingly consent to the issuance of an order of specific performance and/or a temporary, preliminary or permanent injunction, without bond, prohibiting any conduct by you in violation of any term of this Section 21.

21.6 Each provision and subpart of a provision of this Section 21 is independent of each other provision and subpart of a provision of this Agreement. If a provision or subpart of a provision of this Section 21 is held unreasonable or unenforceable by any court, agency or other tribunal of competent jurisdiction, you agree to be bound by any lesser provision or subpart that imposes the maximum duty permitted by law, as if the resulting lesser provision or subpart were separately stated in this Section 21, and also agree to be bound by each other subpart of a provision of this Agreement.

21.7 You agree that we may, in our sole discretion, reduce the scope of any provision or subpart of any provision in this Section 21 without your consent, effective immediately on written notice from us, and you agree that you will promptly comply with any provision or subpart so modified, which will be fully enforceable notwithstanding any other provision or subpart of this Agreement.

21.8 You agree that any claim you may have against us, whether or not related to the Franchised Business, will not be a defense to the enforcement by us of any provision of this

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

Section 21. You further agree that we will be entitled to set off any amounts we owe to you against any loss or damage to us arising from your breach of this Agreement, including this Section 21.

21.9 This Section 21 will not apply to any ownership by you of less than a 5% beneficial interest in the outstanding equity securities of any publicly-held corporation.

22. **INSPECTION BY US**

22.1 Our field representative or designee may make an announced or unannounced inspection of the Franchised Business at any reasonable time to ensure compliance with all terms of this Agreement, which inspection may include photographs of the premises and interviews of your Manager, employees and independent contractors to ascertain their knowledge of and compliance with the System, as well as interviews with your customers to determine their level of satisfaction. Your acknowledge that any feedback, coaching or recommendations given by our field representative or designee to any personnel of the Franchised Business during any such inspection will be informational and non-mandatory, but that you may be required to communicate with, give instructions to, train or retrain those personnel during or after the inspection in order to bring the operation of the Franchised Business into compliance with the System. You agree that the field representative or designee will be allowed to take a reasonable number of samples of food or non-food items from the Franchised Business, without payment, for testing by us or an independent laboratory to determine whether such samples meet our then-current standards and specifications. You agree that we may require you to bear the cost of such testing if the samples taken from the Franchised Business fail to meet our then-current standards and specifications. You further agree that the field representative or designee will be allowed to take a physical inventory of the assets of the Franchised Business, and to inspect any records of the Franchised Business, including your books and financial accounts, at any time during normal business hours. We will have the right to charge you for the costs of making all further inspections concerning your failure to comply, including our field representative's or designee's reasonable travel, lodging and meal expenses, and his or her wages and benefits, during any inspection that results in any failure to comply with this Agreement or our standards. At the conclusion of his or her inspection, the field representative or designee may prepare a written report. Your principal operating officer, partner or member, if present, or your Manager, will be given a copy of the report and will sign a second copy to be sent to us, on which he or she may agree with or contest the field representative's or designee's conclusions and observations.

22.2 During any inspection, you agree to cooperate fully and to give any assistance reasonably requested. Promptly after receiving notice of any deficiencies detected in an inspection, you agree to take steps necessary to correct the deficiencies, including if necessary the temporary closing of the Franchised Business. Without limiting our other rights and remedies, we will have the right but not the obligation, if you fail or refuse to act promptly, to make or cause to be made any required corrections and to charge the costs of correction to you.

23. **FRANCHISEE AS INDEPENDENT CONTRACTOR**

23.1 Relationship of Parties. Under this Agreement, you are an independent contractor with entire control and direction of the Franchised Business, subject only to the terms of this Agreement and its attachments. This Agreement is not intended to, and does not create a fiduciary or other special relationship between the parties, or make any party a principal, agent, legal representative, parent, affiliate, subsidiary, joint venturer, partner, employer, joint employer, employee or servant of any other party for any purpose. In that regard:

(a) We have no right or duty to operate the Franchised Business, and disclaim any liability under this Agreement for any damages arising out of the operation of the Franchised Business.

(b) You are solely responsible for recruiting, interviewing, hiring, timekeeping, scheduling, payroll processing, supervising, disciplining and firing your personnel, and your personnel are not our employees, independent contractors or agents. We have no right or duty to supervise, or to exercise control over, your personnel in the operation of the Franchised Business, and disclaim any rights or responsibilities as to your personnel. You are solely responsible for consulting with your own third party HR service provider and/or legal counsel concerning compliance with personnel laws and regulations and for complying with those laws and regulations.

(c) Except as provided in this Agreement, you are solely responsible for training your personnel. To the extent that we provide you with materials and other resources related to training your management and non-management personnel on food handling, food preparation, health and sanitation matters, you must use those resources as we direct. To the extent that we provide you with guidelines, recommendations, materials and other resources related to training your management and non-management personnel on other matters, you may use those resources, or may choose to use alternate resources, so long as your personnel are trained to operate the Franchised Business in a System-compliant, legal and safe manner.

(d) You are solely responsible for establishing and enforcing your own policies related to personnel practices and labor relations. To the extent that we provide you with guidelines, recommendations and materials related to personnel practices and labor relations, you may use those resources, or may choose to use alternate resources. You are solely responsible for consulting with your own third party HR service provider and/or legal counsel concerning compliance with personnel and labor relations laws and for complying with those laws and regulations.

23.2 Notices to Public, Etc. During the term of the Franchise, you agree to hold yourself out, to the public, public officials, your suppliers, your independent contractors and others, as an independent contractor operating the Franchised Business pursuant to rights granted by us, but not jointly with us. You agree to take any reasonable action that we consider necessary to that end, including exhibiting notices of the parties' relationship in a conspicuous manner at the Franchised Business, and on websites, letterhead, forms, business cards, electronic communications, advertisements, and other materials we designate. We reserve the right to specify and change the content and form of these notices.

23.3 Statements to and Acknowledgements by Employees. During the term of the Franchise, you shall hold yourself out to your prospective employees, and to your employees, as an independent contractor operating the Franchised Business pursuant to rights granted by us, but not jointly with us. You shall take any reasonable action that we consider necessary to that end, including (i) stating conspicuously on each employment application that the prospective employee is applying to be your employee and not an employee of ours, (ii) stating your entire business name, rather than just using our brand name and/or logo, on your payroll checks and/or payroll-related communications to employees, and (iii) requiring employees to sign acknowledgements that they are not employees of ours, even though they are selling products and services identified by our brand name and/or logo, are receiving payroll checks and other communications that contain our brand name and/or logo, may have applied for jobs through our website(s), or may communicate with or receive non-mandatory feedback, coaching or recommendations from our representatives in emails or other electronic or written communications, or during telephone calls, meetings or inspections. We reserve the right to specify and change the content and form of these statements and acknowledgements.

23.4 Contracts, Etc.. Nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on our behalf; to incur any obligation, debt or expense in our name; or to make any representation to any third party tending to indicate a business relationship with us beyond that created under this Agreement. We disclaim any liability for, and will not be liable under this Agreement for any claim or judgment arising as a result of, any such action. Under this Agreement, no party is responsible for any obligations, debts or expenses of any other party.

## 24. INDEMNIFICATION

24.1 We must indemnify you, your affiliates, successors and assigns, and your partners, shareholders, officers, directors, employees and agents, for any expenses arising out of any claim for copyright or trademark infringement or unfair competition directly or indirectly related to your authorized use of our materials or the Marks under this Agreement and our manuals, if you notify us in writing within 10 days, or within any shorter period necessary to avoid prejudice, after learning of the claim, and also if we are given the opportunity, if we so choose, in our sole discretion, to control the settlement or defense of the claim. You may not settle any claim to which this Section 24.1 applies without our prior written consent.

24.2 You must indemnify us, our affiliates, successors and assigns, and our partners, shareholders, officers, directors, employees and agents, for any expenses arising out of any claim directly or indirectly related to your operation of the Franchised Business or performance or lack of performance under this Agreement, if the claim does not arise from our negligent or wrongful conduct. You specifically acknowledge (i) that we do not have any reserved or general right to exercise control over, and do not exercise any indirect or direct control over, the day-to-day operation of the Franchised Business (including operations-related functions such as safety and security, the use of equipment and motor vehicles, and the delivery of products and services to customers, and personnel-related functions such as recruiting, interviewing, hiring, timekeeping, scheduling, payroll processing, supervising, disciplining and firing), (ii) that all liability arising out of the operation of the Franchised Business is therefore your responsibility, and (iii) that your indemnification obligation under this Section 24.2 covers any “joint employer,” “agency,” “ostensible agency” or similar claims by third parties based on the establishment or operation of the Franchised Business. You must promptly notify us of any claim by or against you directly or indirectly related to your operation of the Franchised Business and, on request, must furnish us with copies of any filings in any proceeding involving the claim.

24.3 As used in this Section 24, the word “expenses” includes all losses, compensatory, exemplary or punitive damages, fines, charges, costs, lost profits, attorneys’ fees, accountants’ fees, expert witness fees, expenses, court costs, settlement amounts, judgments, compensation for damages to reputation or 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 costs of recall, refunds, compensation and public notices.

24.4 The indemnification obligations of us and you will survive the expiration or termination of the Franchise for as long as any potential for liability under any applicable law, rule, ordinance, statute or judicial decision remains. In this regard, to the maximum extent permitted by law, we and you each waive the effect of any statute of limitation which would, by lapse of time, limit our indemnification obligations.

## 25. **TRANSFERS OF INTEREST**

25.1 Transfer by Us. We may sell, assign, transfer, convey, give away, pledge, hypothecate, mortgage or otherwise encumber ("transfer") all or any part of our rights, interests or obligations in this Agreement to any person or entity in our sole discretion. Specifically, and without limitation, we (or any affiliate, as applicable) may sell our assets, the Marks or any other elements of the System to any person or entity; may offer securities privately or publicly; may merge with, spin off or acquire other entities, or be acquired by another person or entity, including a competing or non-competitive franchise system or business, regardless of the locations of the franchise system or business; or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. With regard to any or all of the above sales, assignments or dispositions, you expressly and specifically waive any claims, demands or damages against us and our affiliates arising from or related to the transfer of the Marks (or any variation thereof) or the System to any other person or entity. If we transfer or assign this Agreement, we will be released from all further liability under this Agreement. Nothing contained in this Agreement will require us to offer to you any products or services, whether or not bearing the Marks, if we transfer or assign this Agreement.

25.2 Transfer by Franchisee.

(a) Your rights and obligations under this Agreement are personal to you, and we have granted the Franchise in reliance on your and/or your principals' business skill, financial capacity, personal character, and reputation for honesty, integrity and fair dealing. Accordingly, you and your successors, assigns, shareholders, partners and members, may not transfer any interest in you, in this Agreement or any related agreement, in the Franchise or the Franchised Business, without our prior written consent. Any purported transfer not having our prior written consent will be void.

(b) We will not unreasonably withhold our consent to a transfer of any interest in you, this Agreement, any related agreement, the Franchise or the Franchised Business, but if a transfer, alone or together with other previous, simultaneous or proposed transfers, would have the effect of transferring either a controlling interest in or operating control of you, this Agreement, any related agreement, the Franchise or the Franchised Business, we may, in our sole discretion, require as conditions to our consent that:

(i) You must be in substantial compliance with the terms of this Agreement;

(ii) The transferee (including any person with a beneficial interest in the transferee if it is a legal entity) has demonstrated to our satisfaction that it meets the then-current standards which we would normally apply to any prospective franchisee. The transferee, for example, has demonstrated that it meets our educational, personal, managerial and business standards; possesses a good moral character and a good business reputation; has the aptitude and ability to conduct the Franchised Business (as may be shown by prior related experience); has adequate financial resources and capital to operate the Franchised Business; is financially responsible and has a good credit rating; has the ability to obtain any required liquor license in its name; will be likely in our sole and absolute judgment to comply with the terms of this Agreement, our then-current standard franchise agreement and our then-current manuals; and has no direct or indirect connection with any actual or potential competitor of us or any of our franchisees;

(iii) Your debts to us and others relating to the Franchised Business have been satisfied;

(iv) You and the transferor have signed a general release, in a form satisfactory to us, of any claims against us and our partners, shareholders, officers, directors, employees and agents, in their corporate and individual capacities;

(v) The transferee (including any person with a beneficial interest in the transferee if it is a legal entity) has entered into a written transfer agreement, in a form satisfactory to us, assuming and agreeing to discharge your and/or the transferor's obligations under this Agreement and any attachments;

(vi) The transferee (including any person with a beneficial interest in the transferee if it is a legal entity) executes our then-current standard franchise agreement (excluding any requirement to pay an initial franchise fee) and attachments (including any guaranty agreements). The then-current franchise agreement will have the same expiration date as the expiration date of this Agreement, and will contain the same fees, but may contain other terms that are substantially different from those in this Agreement.

(vii) The transferee and its Manager, if any, have agreed to successfully complete (at the transferee's expense and to our satisfaction) any then-current initial training programs;

(viii) You or the transferor has paid, in lieu of paying the initial franchise fee specified in Section 9.1, a transfer fee of seven thousand five hundred dollars ($7,500.00).

(ix) We have decided not to exercise our right of first refusal;

(x) You have updated your equipment and premises to our then-current specifications in our manuals;

(xi) We have consented to the material terms of the transfer, including the price and terms of payment; and

(xii) If any part of the sale price of any transferred interest is to be financed, the transferor will have agreed that all obligations of the transferee under any promissory notes, agreements or security interests reserved by the transferor in the assets of the Franchised Business will be subordinate to the obligations of the transferee to pay continuing franchise fees, Fund contributions and other amounts due to us, our designee and our affiliates, or otherwise to comply with this Agreement or the franchise agreement signed by the transferee.

(c) Except as stated below, the transfer fee stated in Section 25.2(b)(viii) is non-refundable and fully earned by us or our designee when paid. If the transferee is unable to successfully complete initial training, we, in our sole discretion, may cancel this Agreement or the transferee's then-current franchise agreement.

(d) No transfer in the nature of a grant of a security interest in you, this Agreement, any related agreement, the Franchise or the Franchised Business will be permitted without our prior written consent. If we consent to a transfer in the nature of a grant of a security interest, and if the holder of the security interest later seeks to exercise your right or assume the interest of you in the Franchise, this Agreement, any related agreement, you or the Franchised Business due to a default under any documents related to the security interest, we will have the option to purchase the rights of the secured party by paying all sums then due to the secured party, and the secured party will sign an agreement to that effect before any transfer takes place.

25.3 Transfer to Franchisee's Legal Entity. If you are an individual, and if a proposed transfer is to a legal entity you control which is formed solely for the convenience of ownership, our consent to the transfer may, in our sole discretion, be conditioned on the following requirements:

(a) The legal entity's activities will be confined exclusively to operating the Franchised Business;

(b) You will own a majority stock interest, partnership or membership interest in the legal entity, and will act as its principal operating officer, partner or member;

(c) Each stock certificate or certificate of interest in the legal entity will have conspicuously endorsed on its face a statement in a form satisfactory to us that it is held subject to, and that further transfer is subject to, all restrictions on transfers in this Agreement;

(d) All shareholders, partners, or members will jointly and severally guarantee the legal entity's performance and will bind themselves to the terms of this Agreement and any attachments;

(e) You will maintain a then-current list of all partners, members or shareholders and beneficial owners of any class of stock, and furnish the list to us on request; and

(f) Copies of the transferee's Certificate and Articles of Incorporation, Certificate and Articles of Organization, Certificate and Agreement of Partnership, By-Laws, resolution authorizing entry into this Agreement and any other significant governing documents, promptly will be furnished to us.

25.4 Transfer and Issuance of Securities. If you are a legal entity, you will maintain stop transfer instructions against the transfer of any stock certificate, certificate of interest, or evidence of ownership contrary to the terms of this Section 25, and will issue no certificate on the face of which the following statement does not legibly and conspicuously appear:

> The transfer of this [insert type of ownership interest] is subject to the terms of a Franchise Agreement dated [insert date] between JB Brothers, Inc. and ____________________ [Name].

25.5 Our Right of First Refusal.

(a) If you or any other person or entity at any time determines to sell an interest in you, the Franchise or the Franchised Business, a true and complete copy of the offer (and any proposed ancillary agreements) will promptly be submitted to us by you or the other person or entity involved. The offer must apply only to an interest in you, the Franchise or the Franchised Business. It must not include the purchase of any of your other property or rights (or those of your shareholder, partner, or member), but if the offeror proposes to buy any other of your property or rights (or those of shareholder, partner or member) under a separate, contemporaneous offer, the price and terms of purchase offered to you (or to your shareholder, partner or member) for the interest in you, the Franchise or the Franchised Business will reflect the bona fide price offered and will not reflect any value for any other property or rights. We will have the right, exercisable by written notice delivered to you, or the person or entity involved, within 30 days after receipt of the copy of the offer, to purchase the interest for the price and on the terms in the offer, but we may substitute cash, a cash equivalent or marketable securities of equal value for any form of payment proposed in the offer. Our credit will be deemed equal to the credit of any proposed purchaser, and we will have not less than 60 days to prepare for closing. If the parties cannot agree on a cash equivalent within a reasonable time, they will either jointly select 1 appraiser, or 3 appraisers will be selected (1 by us, 1 by you, and 1 jointly by the first 2 appraisers), and his, her or their determination will be binding. The parties will share equally the fees and expenses of any appraiser jointly selected, but each must pay any separately selected appraiser individually. We will be entitled to purchase the interest subject to all customary representations and warranties given by the seller of the assets of a business or voting stock of an incorporated business, as applicable, including representations and warranties as to ownership, condition and title to stock and/or assets, liens and encumbrances relating to the stock and/or assets, validity of contracts, and liabilities, contingent or otherwise, of any corporation whose stock is purchased. If we do not exercise our right of first refusal, you or the person or entity involved may complete the sale to the purchaser under the terms of the offer subject to our consent to the transfer under Section 25.2(b), but if the sale to the purchaser is not completed within 120 days after receipt of the offer by us, or if there is a material change in the terms of the sale, we will have an additional right of first refusal for 30 days on the same terms as were applicable to the initial right of first refusal.

(b) If a proposed transferee is the spouse, child or parent of the proposed transferor, or is a person or entity already holding an equity interest in you or the Franchised Business, as of the date of this Agreement, that has been disclosed to us, we will not have any right of first refusal as provided in Section 25.5(a), unless the proposed transferee has a direct or indirect connection with any actual or potential competitor of us or any of our franchisees. However, written notification of this type of transfer must be provided to us by the transferor at least 30 days before consummation of that transfer.

25.6 Transfer On Death, Permanent Incapacity or Dissolution. On the death or permanent incapacity of any person with an interest in you, this Agreement, any related agreement, the Franchise or the Franchised Business, or on your dissolution if you are a legal entity, the executor, administrator, personal representative or trustee ("personal representative") of that person or entity will transfer his, her or its interest to a third party acceptable to us within 180 days after assuming that capacity. Any transfer of this type, including a transfer by devise or inheritance, will be subject to the same requirements as other transfers under this Agreement, but if the transfer is to a spouse, child or parent, the fee required under Section 25.2(b)(viii) will not be required. If the personal representative is unable to meet these conditions, the personal representative of that deceased person will have an additional 60 days to dispose of the interest, which disposition will be subject to the requirements for transfers in this Agreement, including the requirements of this Section 25. If the interest is not disposed of within 60 days, we may terminate this Agreement, or may exercise an option to purchase or have transferred from you the assets of the Franchised Business in accordance with the procedures specified in Section 27.3, by giving you written notice of the exercise of the option at any time during those additional 60 days.

25.7 Interim Operation of Business on Death or Permanent Disability. Pending transfer on your death or permanent incapacity (or the death or permanent incapacity of your principal operating officer, partner or member, if you are a legal entity), we will have the option to appoint a general manager to operate the Franchised Business for your account until an approved transferee is able to assume the operation of the Franchised Business, for up to 12 months without your consent, your personal representative, or your successor in interest. All funds from the operation of the Franchised Business during the period of operation by our appointed general manager will be kept in a separate fund, and all expenses incurred, including our appointed general manager's wages and benefits, and his or her reasonable traveling, lodging and meal expenses (the "Management Expenses"), will be charged to the fund. As compensation for services provided, we will charge the fund the full amount of the Management Expenses incurred during the period of our operation. We will only have a duty to use reasonable efforts in operating the Franchised Business, and will not be liable to you or your principals for any debts, losses or obligations incurred by the Franchised Business, or to any creditor for any equipment, inventory, products, services or supplies purchased for the Franchised Business during any period in which it is operated by our appointed general manager.

25.8 Non-Waiver of Claims. Our consent to a transfer of any interest in you, this Agreement, any related agreement, the Franchise or the Franchised Business will not be a waiver of any claims we may have against the transferring party, nor will it be a waiver of our right to demand the transferee's compliance with the terms of this Agreement.

26. **DEFAULT AND TERMINATION**

26.1 Automatic Termination. Except as may be prohibited by federal bankruptcy law or applicable state law, you will be deemed to be in default under this Agreement, and the Franchise will automatically terminate without notice to you, if you make a general assignment for the benefit of creditors, suffer the filing of an involuntary bankruptcy petition which is not dismissed within 60 days after filing, file a voluntary bankruptcy petition, are adjudicated a bankrupt, or suffer temporary or permanent court-appointed receivership of substantially all of your property; if suit to foreclose any lien or mortgage against the premises or equipment of your business is instituted and not dismissed within 60 days; or if the premises or equipment of your business is sold after levy thereon by any sheriff, marshal or constable.

26.2 Termination On Notice. Except as may be prohibited by federal bankruptcy law or applicable state law, you will be in default and we may, in our sole discretion, terminate the Franchise, without giving you any opportunity to cure the default, effective immediately on giving written notice of termination to you, if:

(a) You, without our prior written consent, cease to operate the Franchised Business;

(b) You (or your principal officer, shareholder, partner or member, if you are a legal entity) are convicted of a felony, a crime involving consumer fraud, or any other crime that is reasonably likely, in our sole and absolute judgment, to have an adverse effect on the System, the Marks, the goodwill associated with the System or the Marks, or our interest in the System or the Marks;

(c) The operation of the Franchised Business is creating an immediate threat or danger to public health or safety;

(d) You have failed to make two or more timely payments of any fees or other amounts owed to us, or have repeatedly committed defaults of this Agreement, within 12 months of any prior default for which we have given you written notice;

(e) You knowingly make a material false or incomplete statement in any report submitted to us;

(f) We discover that you knowingly made a material false statement to us to obtain the Franchise;

(g) You or any other person or entity purportedly transfer any interest contrary to Section 25;

(h) You participate in in-term competition contrary to Section 21;

(i) You knowingly disclose the contents of our manuals or any other information learned or received under this Agreement and designated as "Confidential," contrary to Section 12 or 20;

(j) An approved transfer is not effected following death, permanent incapacity or dissolution as required by Section 25.6;

(k) You suffer any federal, state or local tax lien, levy or suit to enforce the same brought against you or your property;

(l) You fail to identify, lease or purchase a site within the period stated in Section 5.1 of this Agreement or you fail to open for business within the period stated in Section 5.5 of this Agreement;

(m) You underpay or under-report any amount due us by 3% or more for any 3-month period; or

(n) You (or any officer, shareholder, partner or member, if you are a legal entity) violate any U.S. anti-terrorism law, ordinance, regulation or Executive Order.

26.3 Termination After Notice and Opportunity to Cure. You will have 30 days, or any lesser period specified below, or any greater period permitted by us or required by law, to cure any default for which we have given written notice of termination to you under this Section 26.3, and to provide us with evidence of the cure. If a default is not cured within that period, the Franchise will terminate without the need for further notice to you, effective immediately on the expiration of the cure period. We may give written notice of termination under this Section 26.3 for any failure by you to comply with any term of this Agreement or any requirement in our manuals. Defaults may include, for example, if:

(a) You fail to initiate and/or successfully complete initial training;

(b) You fail, refuse or neglect to pay us, our designee or any affiliate of ours any sum owing when due under this Agreement or any other agreement, or to submit to us any required information when due under this Agreement;

(c) You fail to maintain any standard or specification required to be maintained or followed by this Agreement or our manuals;

(d) You offer any unauthorized or unapproved product or service;

(e) You fail, refuse or neglect to obtain our prior written acceptance, approval or consent as required by this Agreement;

(f) You misuse or make any unauthorized use of the System or the Marks, or otherwise materially impair the goodwill associated with or our rights in the System or the Marks;

(g) You or your Manager fail to comply with the requirement of personal attention in Section 4;

(h) You fail to maintain books and records as stated in our manuals, and in a manner that permits an accurate determination of Gross Sales;

(i) You fail, refuse or neglect to pay any third party, including any major supplier, or government taxing or licensing authority, any amount owing when due, or to satisfy any other material obligation relating to the Franchised Business; or

(j) You fail to provide proof of insurance.

26.4 Management Option. We have the right (but not the obligation), in our sole discretion, under the circumstances described below, to enter the premises and assume management of the Franchised Business (or to appoint a designated representative to assume its management) for any period of time we deem appropriate. If we or our designated representative assume management of the Franchised Business under Sections 26.4 (a) or (b), you agree to pay us or our designee, in addition to all other amounts due under this Agreement, an amount equal to 10% of Gross Sales, plus our (or our designated representative's) direct out-of-pocket costs and expenses. If we or our designated representative assume management of the Franchised Business, you acknowledge that we or our designated representative will have a duty to use only commercially reasonable efforts, and will not be liable to you for any debts, losses or obligations that the Franchised Business incurs to any of your vendors or creditors for any products, services or supplies purchased for the operation of the Franchised Business, while we or our designated representative manage it. We or our designated representative may assume the management of the Franchised Business under the following circumstances:

(a) if you abandon or fail to actively operate the Franchised Business;

(b) if you fail to comply with any provision of this Agreement, or any mandatory standard or specification in our manuals, and do not cure the default within the time specified in this Agreement; or

(c) if the Franchise expires or is terminated.

We will keep in a separate account all monies generated by the operation of the Franchised Business, less the expenses of the Franchised Business, including all amounts described in this Section 26.4 and other amounts owed under this Agreement. Nothing contained herein will prevent us from exercising any other right which we may have under this Agreement, including, our right to terminate this Agreement under Section 26.2 or Section 26.3.

26.5 Disclaimer. We disclaim any right under this Agreement to terminate the Franchise based on any decision or action by you regarding recruiting, interviewing, hiring, keeping the time of, scheduling, processing the payroll of, supervising, disciplining or firing your personnel.

## 27. OBLIGATIONS ON REPURCHASE, EXPIRATION OR TERMINATION

27.1 On repurchase, expiration or termination of the Franchise, in addition to fulfilling your other continuing obligations under this Agreement:

(a) You promptly will surrender to us or our designee, or, if directed by us, destroy and immediately discontinue the use of, any materials or designations indicating or intending to indicate in any way that you are our franchisee;

(b) You immediately and permanently will discontinue use of the System and any information received under this Agreement and designated as "Confidential";

(c) You promptly will deliver to us or our designee: the Confidential Operations Manual; all other manuals, bulletins, instruction sheets, forms, devices, proprietary software and other materials that you received from us; all customer data (including customer lists) related to the Franchised Business; and all copies of the same;

(d) You promptly will pay all charges due for telephone services, and Poké Bar telephone directory listings and will assign to us or our designee, or will cancel, those telephone listings as we direct and as provided in Section 16.4 of this Agreement, and will discontinue any radio, newspaper or other advertising which may in any way identify you with our products or services;

(e) You promptly will pay all Internet service providers all charges due for online computer network services, and cause any appropriate Internet service provider or comparable authority to cancel or assign to us or our designee, as we direct, any email address, domain name or other comparable electronic identity used in connection with the Franchised Business.

(f) You promptly will take any action necessary to cancel any assumed name or equivalent registration that contains the words Poké Bar Dice & Mix or any other Mark, and submit to us proof of compliance with this obligation within 30 days after repurchase, termination or expiration;

27.2 On expiration or termination of the Franchise, you and we will make a prompt and final accounting. Any sums owed under this Agreement, any sums related to the Franchised Business owed to third parties, and any other sums related to the Franchised Business owed for judgments or otherwise, promptly will be paid by the owing party.

27.3 On expiration of the Franchise, or on termination of the Franchise under Sections 26.1, 26.2 or 26.3, we will have the option, exercisable by giving you written notice within 60 days after the date of expiration or termination, to purchase or have transferred to us the assets of the Franchised Business. Those assets will include the leasehold improvements, equipment, furniture, fixtures, signs and inventory of the Franchised Business, and the lease for the site of the Franchise Business. We will have the unrestricted right to assign this option. If we exercise this option, the purchase and transfer will be completed on the following terms:

(a) We or our assignee will be entitled to all customary deeds, releases of lien, bills of sale, assignments, and such other documents and instruments that we deem necessary in order to perfect our title and possession in and to the property being purchased or assigned, as well as all warranties and representations concerning the assets, including representations and warranties as to ownership, condition and title to the assets, liens and encumbrances on the assets, validity of contracts and agreements, and liabilities affecting the assets, contingent or otherwise. If, at the time of closing, we have not received all of these documents and instruments, we may, in our sole discretion, place the purchase price in escrow pending the receipt of any required documents or instruments;

(b) The purchase price for the assets of the Franchised Business will be their fair market value, determined in a manner consistent with reasonable depreciation of the owned leasehold improvements, equipment, furniture, fixtures, signs and inventory of the Franchised Business. The purchase price will not contain any factor or increment for any trademark, service mark or other commercial symbol used in the operation of the Franchised Business, or for the goodwill or “going concern” value of the Franchised Business. We will be permitted to exclude from the assets purchased and valued any equipment, furniture, fixtures, signs and inventory that do not meet the quality standards for Poké Bar businesses. Also, the lease for the site of the Franchised Business will not be considered in determining the fair market value of the assets. If you and we are unable to agree on the fair market value of the assets, the fair market value will be determined by an independent appraiser jointly selected by you and us, and if we are unable to agree on an appraiser, you and we will each select 1 appraiser, who will jointly select a third appraiser, and the fair market value will be deemed to be the average of the 3 independent appraisals, so long as the highest appraisal is no more than 30% greater than the middle appraisal. If the highest appraisal is more than 30% greater than the middle appraisal, the fair market value will be deemed to be the average of the lowest appraisal and the middle appraisal. You and we will share equally the fees and expenses of any appraiser jointly selected, but will pay for any separately selected appraiser individually.

(c) The closing of the purchase and transfer will take place no later than 90 days after your receipt of our notice of the exercise of this option. We or our assignee will have the option of paying the purchase price at the closing, or in 12 equal monthly installments of principal and interest calculated at the rate of 0.5% over the base rate of the then-current prime, as published in the Wall Street Journal, with the first installment due at the closing. If the purchase price is paid at the closing (in cash, cash equivalents or marketable securities of equal value), at the closing, you will deliver instruments transferring to us or our assignee:

(i) good and merchantable title to the purchased assets free and clear of all liens and encumbrances (other than liens and security interests acceptable to us or our assignee), with all sales and other transfer taxes paid by you;

(ii) all licenses and permits for the Franchised Business which may be transferred; and

(iii) the lease for the site of the Franchised Business (if we have not negotiated a new lease for the site with the landlord).

If the purchase price is paid in installments (in cash, cash equivalents or marketable securities of equal value), at the closing, you will deliver the same instruments to us or our assignee as those described above, except that the documents may reserve liens and encumbrances for your benefit relating to the installments.

(d) We will have the right to set off against and reduce the purchase price of the assets by any and all amounts owed by you to us and our affiliates, and by the amount of any liens or encumbrances against the assets or any other obligations related to the assets that we assume;

(e) If we or our assignee exercise this option, pending the closing, we will have the right to appoint a general manager to maintain the operation of the Franchised Business. If we do, the procedures, duties and limitations specified in Section 25.7 will apply to the operation of the Franchised Business by the general manager. Alternatively, we may require you to close the Franchised Business pending the closing without removing any assets from the premises; and

(f) You will maintain in force all insurance policies required under this Agreement pending the closing.

27.4 On termination of the Franchise under Section 26.2 or 26.3, you agree to pay us or our designee within 15 days after the effective date of termination, in addition to other amounts owed hereunder, liquidated damages equal to the average weekly continuing franchise fee paid during the 12 full calendar months of operation immediately preceding the effective date of termination multiplied by the number of weeks remaining in the term of the Franchise had it not been terminated. You acknowledge that it would be impracticable to determine precisely the damages we would incur from the termination of the Franchise and the loss of cash flow from continuing franchise fees, due to, among other reasons, the difficulties in determining what costs, if any, we might have saved and how much the continuing franchise fees would have grown over what would have been the remaining term of the Franchise. You and we consider the liquidated damages specified in this Section 27.4 to be a reasonable, good faith estimate of those damages. This liquidated damages provision only covers our damages from the loss of cash flow from continuing franchise fees and does not cover any other damages, including damages to our reputation with the public and landlords, and damages arising from any violation of any other provision of this Agreement. You agree that this 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 continuing franchise fees provision.[3]

28. **ENTIRE AGREEMENT; EXECUTION DATE; MODIFICATION**

28.1 This Agreement and the attachments are the entire agreement of the parties, superseding all prior written or oral agreements of the parties concerning the same subject matter, and superseding all prior written or oral representations made to you. The terms of this Agreement are binding on the parties, and on their heirs, executors, administrators, successors and assigns.

28.2 The execution date of this Agreement is the date indicated on the first paragraph of this Agreement.

28.3 Except as otherwise stated in this Agreement, this Agreement may not be modified except in a written agreement of at least equal formality signed by the parties.

28.4 Nothing in this or in any related Agreement, however, is intended to disclaim the representations made in the Franchise Disclosure Document that we furnished to you.

29. **INTERPRETATION**

29.1 The caption headings of this Agreement are for convenience only and should in no way affect the manner in which any term of this Agreement is interpreted.

29.2 Whenever the context requires, the singular includes the plural, the plural includes the singular, the whole includes any part, and any gender includes all other genders.

29.3 The following words have the following meanings in this Agreement and any attachments: “including” means “including but not limited to”; “will” means “shall”; and “repeatedly” means “at least 3 times”.

29.4 Whenever this Agreement gives us the right to perform an act in the future, that act may be performed “from time to time”, when we choose, in our sole discretion, unless stated otherwise in this Agreement.

29.5 If 2 or more parties sign this Agreement for you or as your guarantors, their liability is joint and several.

[3] The franchise agreement contains a liquidated damages clause. Under California Civil Code section 1671, certain liquidated damages clauses are unenforceable.

29.6 This Agreement is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.), U.S. Trademark Act of 1946 (15 U.S.C. § 1051 et seq.) and the laws of California (without reference to California's conflict of law principles). Any law regulating the sale of franchises or governing the relationship between a franchisor and franchisee shall apply to this Agreement only if the jurisdictional requirements of such law are met independently, without reference to this Section 29.6.

30. **PARTIAL INVALIDITY**

30.1 If any Section of this Agreement is determined to be wholly invalid, that determination will not be deemed to affect the validity of any other Section. The parties agree that the remaining Sections will be deemed to be in full effect as if they had been executed by the parties after removal of the invalid Section. If any Section is determined to be partially invalid, the remainder of that Section will continue to be enforceable if in accordance with the intent of the parties.

30.2 If any applicable and binding law or rule of any jurisdiction requires greater prior notice of the termination of or refusal to renew the Franchise than is required by this Agreement or the taking of some other action not required by this Agreement, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any mandatory standard or specification in our manuals is invalid or unenforceable, the notice and/or action required by the law or rule will be substituted for the notice or action requirements of this Agreement, or the invalid or unenforceable provision, standard or specification will be modified to the extent required to be valid and enforceable. The modifications to this Agreement and our manuals will be effective only in the jurisdiction requiring them, and this Agreement and our manuals will be enforced as originally entered into or issued in all other jurisdictions.

31. **WAIVER AND ESTOPPEL; FORCE MAJEURE**

31.1 No failure to exercise any right reserved to us under this Agreement, or to insist on compliance by you with any term of this Agreement, and no custom or practice of the parties at variance with any term of this Agreement, will constitute a waiver of our right to demand compliance with any term of this Agreement. Our waiver of any default will not affect or impair our rights as to any subsequent default of the same or a different nature; nor will any delay, forbearance or omission by us to exercise any right as to any default of any term of this Agreement affect, impair or be our waiver of any right as to any subsequent default. Our rights and remedies under this Agreement are cumulative, and our exercise or enforcement of any right or remedy under this Agreement will not preclude us from exercising or enforcing any other right or remedy to which we are entitled.

31.2 The parties to this Agreement will not be considered to be in default of any obligations hereunder, other than the obligation of a party to make payment of amounts due to the other party, if the failure of performance is due to a Force Majeure, including drought, flood, earthquake, storm, fire, lightening, epidemic, war, riot, civil disturbance, sabotage, strike or labor difficulty, or casualty to equipment. If any party is affected by a Force Majeure event, such party will give 14 days' notice to the other party stating the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect. The suspension of performance will be of no greater scope and no longer duration than is required, and the non-performing party will use its best efforts to remedy its inability to perform. The obligation to pay any amount in a timely manner is absolute and will not be subject to these Force Majeure provisions (Section 31.2), except to the extent prohibited by governmental rule or regulation.

32. **ARBITRATION; ENFORCEMENT**

32.1 Except as otherwise stated in this Agreement, the parties agree that any dispute between them, or any claim by 1 or more of them, concerning this Agreement, any related agreement, the Franchise or the Franchised Business that cannot be settled through negotiation or voluntary mediation, will be resolved solely and exclusively by binding arbitration, unless agreed otherwise by the parties.

32.2 Arbitration will be supervised by the American Arbitration Association ("AAA") and conducted under the then-prevailing commercial arbitration rules of the AAA, before 1 arbitrator. Any arbitration hearing will take place in Los Angeles, California, and will be conducted on an individual, not a class-wide, basis. No arbitration award will have any preclusionary or collateral estoppel effect in any other arbitration or adjudicatory proceeding. Judgment on an arbitration award may be entered in any court of competent jurisdiction, and will be binding, final and non-appealable.[4]

32.3 If any dispute or claim cannot be the subject of arbitration, the parties agree that the dispute or claim will be separated from all other disputes and claims, which other disputes and claims will first be resolved by arbitration, after which any dispute or claim which cannot be the subject of arbitration will be brought before any court stated in Section 32.6. If the parties are unable to separate out these matters, their allegations and positions on them will be brought before the arbitrator(s), who will rule separately on the matters, and that ruling will be subject to appropriate judicial review on the petition of a party.

32.4 Nothing in this Section 32 will prevent us from obtaining temporary, preliminary or permanent injunctive relief, without bond, from a court or agency of competent jurisdiction against actual or threatened conduct causing loss or damage that can be remedied under usual equity rules.

32.5 In any arbitration, any action for any dispute or claim, or any action for injunctive relief is started concerning this Agreement, any related agreement, the Franchise or the Franchised Business, the party which substantially prevails in that arbitration or action will be entitled to a judgment against the other party for the costs of the arbitration or action, including reasonable attorneys' fees, reasonable expenses of arbitration or litigation, and arbitration or court costs.

32.6 You and we each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other, and agree that if there is a dispute with the other, each party will be limited to the recovery of actual damages sustained by it. You and we each irrevocably waive trial by jury in any court action, whether at law or equity, brought by either party. You and we each also agree that any action brought by either party relating to this Agreement, any related agreement, the Franchise or the Franchised Business will be brought in a state or federal court of general jurisdiction in the county or city in which our home office is located at the time. You irrevocably submit to the jurisdiction of these courts and waive any objections you may have to the venue of these courts.

[4] Maryland Franchisees. This Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is unfair or deceptive practice to require a franchise to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

32.7 You and we each agree that any claims between the parties must be commenced within 1 year after the date on which the party asserting the claim knew or should have known of the facts giving rise to the claim, or the claim will be barred.

33. **NOTICES**

33.1 Any notice required to be given under this Agreement will be deemed to be given when delivered: by certified mail; by fax; by receipted courier or delivery service; by email; or personally. If delivery has not occurred after at least 2 of these methods have been used, any notice required to be given under this Agreement will be deemed to be given 3 days after being posted by first-class mail, postage prepaid.

33.2 Notices to us will be sent to:

JB BROTHERS, INC.
3470 Wilshire Blvd., Suite 1115
Los Angeles, CA 90010

*With a copy to:*

Theresa Woo, Esq.
1000 Wilshire Blvd., Suite 2150
Los Angeles, CA 90017
Email: twoo@twoolawfirm.com
Facsimile: 213-261-4989

34. **ACCEPTANCES, APPROVALS AND CONSENTS**

34.1 Acceptances, approvals and consents required by this Agreement will not be unreasonably withheld or delayed.

34.2 Whenever this Agreement requires our prior acceptance, approval, or consent, you will make a timely written request to us for the acceptance, approval or consent, which will be obtained in writing.

34.3 We assume no liability or obligation to you by providing any acceptance, approval, consent or recommendation to you, or by delaying action on or denying any request for an acceptance, approval or consent.

34.4 Notwithstanding anything otherwise contained in this Agreement, if you do not execute and deliver any documents or other assurances so required of you pursuant to this Agreement, or if we our designated representative take over the management or operation of the Franchised Business on your behalf for any reason, you hereby irrevocably appoint us as your lawful attorney with full power and authority to execute and deliver, in your name, any documents and assurances, and/or to manage or operate the Franchised Business on your behalf, and to do all other acts and things, in our sole discretion, and you agree to ratify and confirm all of our acts as your lawful attorney and to indemnify and hold us harmless from all claims, liabilities, losses or damages suffered in so doing.

35. **<u>ACKNOWLEDGMENTS BY FRANCHISEE</u>**

35.1 You acknowledge that:

(a) You have represented to us that neither you nor any of your owners have been designated as suspected terrorists as set forth on the list of Specially Designated Nationals as promulgated by the Office for Asset Control under the U.S. Department of Treasury.

(b) You have conducted an independent investigation of the business contemplated by this Agreement and recognize that it involves significant risks, making the success of the Franchised Business largely dependent on your abilities and attention. We expressly disclaim the making of any guarantee, express or implied, as to the potential sales, profits or success of the Franchised Business.

(c) In entering into this Agreement, you have not relied on any representation by us, or any of our shareholders, members, partners, officers, directors, employees or agents concerning the Franchised Business which are contrary to the terms of this Agreement and any attachments.

(d) You (and each shareholder, partner or member if you are a legal entity) have read and understand this Agreement and all attachments, have fully and adequately explained the terms of each to your satisfaction; and we have accorded you ample time and opportunity to consult, and you have consulted, with existing franchisees, and with financial, legal and other advisors of your own choosing, about the potential benefits and risks of establishing and operating a Franchised Business under this Agreement.

(e) Complete and detailed uniformity among our franchisees under varying conditions may be inadvisable, impractical or impossible, and accordingly agree that we, in our sole discretion, may modify or vary aspects of the System as to any franchisee or group of franchisees based on, for example, local sales potential, demographics, competition, business practices or other conditions. You further agree that we will have no obligation to disclose or offer the same or similar variances to you. You are aware that other Poké Bar franchisees may operate under different agreements and, consequently, that our obligations and rights as to those franchisees may differ materially in certain circumstances.

[signature page follows]

Each of the undersigned agrees to the terms of this Agreement.

| | |
|---|---|
| ______________________ ("YOU") | JB BROTHERS, INC. ("WE") |
| By: ______________________ | By: ______________________ |
| Printed Name: ______________ | Printed Name: ______________ |

Its: ______________________________ Its: _______________________________________________

Date Signed: ______________________ Date Signed: ____________________________________

By: ______________________________
Printed Name: __________________
Its: ______________________________

Date Signed: ____________________

By: ______________________________
Printed Name: __________________
Its: ______________________________

Date Signed: ____________________

**<u>Attachment 1A</u>**

**RESERVED AREA ADDENDUM**

**This RESERVED AREA ADDENDUM** is attached to and made a part of the Agreement between you and us as of the Effective Date of the Agreement.

1. We have not yet accepted a proposed site for your Poké Bar business.

2. Your Reserved Area under Section 2.1 of the Agreement is:

______________________________

The undersigned hereby agree to the terms of this Addendum.

______________________________ ("YOU")

By: ______________________________

Printed Name: ______________________

Its: ______________________________

Date Signed: ____________________

JB BROTHERS, INC. ("WE")

By: ______________________________

Printed Name: ______________________

Its: ______________________________

Date Signed: ____________________

By: ______________________________
Printed Name: __________________
Its: ______________________________

Date Signed: ____________________

By: ______________________________
Printed Name: __________________
Its: ______________________________

Date Signed: ____________________

**Attachment 1B**

**SITE ADDENDUM**

**This SITE ADDENDUM** is attached to and made a part of the Agreement between you and us as of the Effective Date of the Agreement.

In accordance with Section 2.2, you will locate the Franchised Business at the following site within the Reserved Area:

____________________________________________________

The undersigned hereby agree to the terms of this Addendum.

| | |
|---|---|
| ____________________ [NAME](“YOU”) | JB BROTHERS, INC. (“WE”) |
| By: ____________________ | By: ____________________ |
| Printed Name: ________________ | Printed Name: ________________ |
| Its: ____________________ | Its: ____________________ |
| Date Signed: ________________ | Date Signed: ________________ |

By: ____________________
Printed Name: ________________
Its: ____________________

Date Signed: ________________

By: ____________________
Printed Name: ________________
Its: ____________________

Date Signed: ________________

## Attachment 2

**TELEPHONE AND INTERNET SERVICE TRANSFER CONSENT AND AUTHORIZATION**

On the expiration, termination, repurchase or transfer of the Franchise for any reason whatsoever, [________________________________-*Name of Franchisee*], hereby irrevocably appoints and designates JB Brothers, Inc. as its attorney-in-fact to direct the telephone company to change, transfer and/or terminate any listed telephone numbers relating to the Franchised Business, and to direct any Internet service provider or comparable Internet authority to change, transfer and/or terminate any email addresses, domain names or other comparable electronic identities relating to the Franchised Business. [________________________________*Name of Franchisee*] also hereby agrees that JB Brothers, Inc. may execute any legal document on its behalf to carry out the intent of this consent and authorization.

________________________________ [*Name of Franchisee*]

By: ________________________

Printed Name: ________________________

Its: ________________________

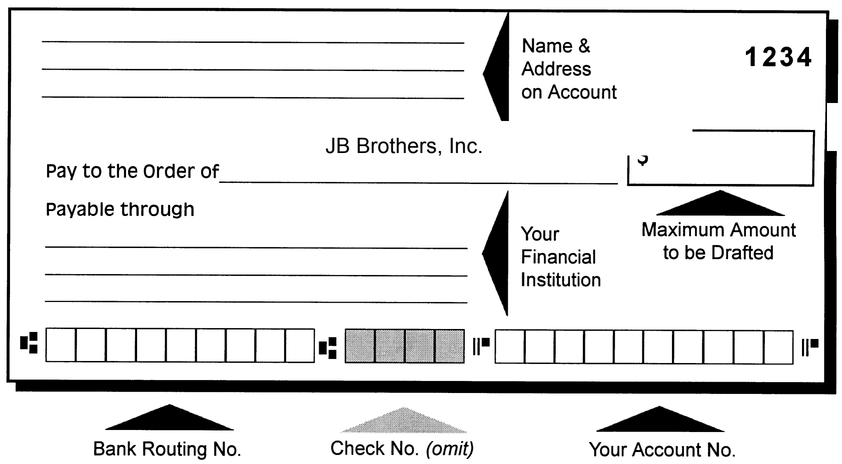
Date Signed: __________________

## Attachment 3

**ACH ORIGINATION AUTHORIZATION**

ACH Origination services will not be considered until this application is
FILLED OUT COMPLETELY

Please complete the following with your banking information and attach a voided check:




[Name] ("________________") hereby authorizes JB Brothers, Inc. ("Franchisor") and the financial institution named above to initiate entries to ("__________") checking or savings accounts as identified above in accordance with the sales analysis submitted by ("__________") to Franchisor and, if necessary, to initiate adjustments for any transactions credited in error. This authority will remain in effect until ("__________") notifies either Franchisor or the above-named financial institution in writing to cancel it in such time as to afford a reasonable opportunity to act on such instructions. ("__________") can stop payment of any entry by notifying the above-named financial institution at least 3 days before its account is scheduled to be charged. ("__________") can have the amount of an erroneous charge immediately credited to its account for up to 15 days following issuance of its statement by the above-referenced financial institution or up to 60 days after deposit, whichever occurs first.

("______________________") [NAME], (APPLICANT)

By: ____________________________

Printed Name: ____________________

Its: ____________________________

Date: __________________________

Telephone Number: ___________________________________

Contact Person (if different from person signing): ______________________________________________________________

Applicant's Address (if different from check): ________________________________________________________________

## Attachment 4

## LEGAL ENTITY INFORMATION SHEET

Legal Entity Name/Type: [________________________Name]

State/Date of Formation: [        ]/[ _________________Date]

Members:

________ Member ___________________________
% Interest Name

________ Member ___________________________
% Interest Name

________ Member ___________________________
% Interest Name

| **Documents:** | **Not Required** | **Provided to Us** | **To Be Provided to Us Within 30 Days** |
|---|---|---|---|
| Certificate and Articles of Incorporation | ☐ | ☐ | ☐ |
| Certificate and Agreement of Partnership | ☐ | ☐ | ☐ |
| Certificate and Agreement of Membership | ☐ | ☐ | ☐ |
| By-Laws | ☐ | ☐ | ☐ |
| Resolution Authorizing Franchise | ☐ | ☐ | ☐ |
| Agreement | ☐ | ☐ | ☐ |
| Other: _________________________________ | ☐ | ☐ | ☐ |

**Conditions:**

The legal entity's activities must be confined exclusively to operating the Franchise.

______________________________________ (or another person with our written consent) must act as the legal entity's principal operating officer, partner or member.

Each shareholder, partner or member who has or have more than a 5% interest must sign the Guaranty Agreement (Attachment 5).

The legal entity must maintain stop transfer instructions against transfer on its records of any stock certificate or certificate of interest contrary to the terms of the franchise agreement.

Each stock certificate of the corporation or certificate of interest of the partnership or membership must include the statement specified in the franchise agreement.

The legal entity must maintain a current list of all shareholders, partners or members and other beneficial owners, and must furnish the list to us on request.

## Attachment 5

### GUARANTY AGREEMENT

In consideration of, and as an inducement to, the signing by JB Brothers, Inc. ("we", "us" or "our") of the franchise agreement dated ______________, 20__ between us and ____________________________ [Name], ("Franchisee") (the "Agreement"), each undersigned Guarantor ("you or "your") personally and unconditionally (1) guarantees to us and our successors and assigns, for the term of the Franchise and thereafter as provided in the Agreement, that Franchisee will punctually pay or perform each obligation in the Agreement, and (2) agrees to be personally bound by, and personally liable for the default of, each term of the Agreement. Each of you waives:

(1) our acceptance and notice of acceptance of these undertakings;

(2) notice of demand for payment of any indebtedness or non-performance of any obligation guaranteed;

(3) protest and notice of default to any party as to any indebtedness or non-performance of any obligation guaranteed;

(4) any right you may have to require that an action be brought against Franchisee or any other person as a condition of liability; and

(5) any other notices and legal or equitable defenses to which you may be entitled.

Each of you agrees that:

(1) your direct and immediate liability under this guaranty is joint and several;

(2) you will render any payment or performance required under the Agreement on demand if Franchisee fails or refuses to do so punctually;

(3) your liability will not be contingent or conditioned on our pursuit of any remedies against Franchisee or any other person; and

(4) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence that we may grant to Franchisee or any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claim, none of which will in any way modify or amend this guaranty, that will be continuing and irrevocable for as long as any obligation in the Agreement remains in effect.

Each of you affixes your signature to this guaranty as of the same date as the date of signing of the Agreement.

______________________________________

GUARANTOR

Name: ___________________

Address: __________________________________________________

Percentage Ownership in Franchise: ____%

______________________________________

GUARANTOR

Name: ___________________

Address: __________________________________________________

Percentage Ownership in Franchise: ____%

**<u>Attachment 6</u>**

**LEASE ADDENDUM**

THIS LEASE ADDENDUM is entered into this _ day of ________________, 20__, among JB Brothers, Inc. ("Franchisor"); ____________________________________________("Lessor"); and ______________________________[Name] ("Lessee").

RECITALS:

A. Lessor has agreed to lease to Lessee certain premises located at ____________________ ____________________________________________ ("premises") within a center known as ______________ ________________ ("center') for use by Lessee as a Poké Bar business ("Franchised Business") operated under Franchisor's system and proprietary marks under a written franchise agreement dated __________________ between Franchisor and Lessee as franchisee ("Franchise Agreement");

B. Under the terms of the Franchise Agreement, all right, title and interest in the lease and this Addendum ("Lease") must be transferred to Franchisor, if Franchisor, in its sole and absolute right, exercises any option to purchase the assets of the Franchised Business contained in the Franchise Agreement.

C. It is the intent of the parties to provide Franchisor with the opportunity to preserve the premises as a Franchised Business in case of any expiration or termination of the franchise granted in the franchise agreement and to assure Lessor that any defaults under the Lease will be cured before Franchisor takes possession of the premises; and

D. Lessee and Franchisor wish to preserve their rights under the Franchise Agreement as to the premises, including Franchisor's right to enter and/or take possession of the premises to enforce Franchisor's rights on Lessee's default under the Lease or the Franchise Agreement.

In consideration of the recitals above and of the terms below, the parties agree:

1. <u>Default of Lessee under Lease</u>. Lessor will give Franchisor notice of any default or termination of the Lease concurrently with giving notice to Lessee. If Lessee fails to cure any default within the period provided in the Lease, Lessor will give Franchisor immediate written notice of the failure to cure and Lessor will offer to Franchisor and Franchisor will have the sole and absolute right (but not the obligation), either to cure the default and preserve Lessee's interest in the premises and in the Lease, or to accept an assignment of the Lease or a new lease containing the same terms of the Lease, as Franchisor elects. If Franchisor elects to continue the use of the premises under an assignment of the Lease or a new lease, it will so notify Lessor in writing within 30 days after it has received written notice from Lessor specifying the default(s) Lessee has failed to cure within the period specified in the Lease. On receipt of that notice from Franchisor, Lessor will promptly execute and deliver to Franchisor an assignment of the Lease or a new lease, whichever Franchisor requests, and will promptly deliver to Franchisor possession of the premises, free and clear of any rights of Lessee or any third party. Franchisor, before taking possession of the premises, will cure the default(s) specified by Lessor in its notice to Franchisor and will execute and deliver to Lessor its acceptance of the assignment of Lease or of a new lease, as the case may be.

2. <u>Repurchase, Termination or Expiration of Franchise</u>. If Franchisor repurchases the franchise from Lessee, or if the franchise between Franchisor and Lessee expires or is terminated for any reason during the term or any extension of the Lease, Lessee, on the written request of Franchisor, will assign to Franchisor all of its right, title and interest in the Lease. If Franchisor elects to accept the assignment of the Lease from Lessee, it will give Lessee and Lessor written

notice of its election to acquire the leasehold interest. Lessor consents to the assignment of the Lease from Lessee to Franchisor, subject to Lessee's and/or Franchisor's curing any default(s) of Lessee under the Lease before Franchisor takes possession of the premises. Alternatively, in case of repurchase, expiration or termination of the franchise, Franchisor may elect to enter into a new lease with Lessor containing the same terms as the Lease. On Lessor's receipt of written notice from Franchisor advising Lessor that Franchisor elects to enter into a new lease, Lessor will execute and deliver the new lease to Franchisor for its acceptance. Lessor and Lessee will deliver possession of the premises to Franchisor, free and clear of all rights of Lessee or third parties, subject to Franchisor curing any default(s) of Lessee under the Lease and executing an acceptance of the assignment of Lease or the new lease, as the case may be. If Franchisor does not accept assignment of the Lease or a new lease after expiration or termination of the franchise, or if Franchisor determines that it must enter the premises to enforce any of its rights under the Franchise Agreement, Lessor consents to Franchisor's or its agent's entry onto the premises to enforce Franchisor's rights under the Franchise Agreement, including the removal of signs, materials, fixtures, equipment and other items identifying Lessee with Franchisor or belonging to Franchisor. Lessor agrees that, in exercising these rights, Franchisor will not be guilty of trespass or any other tort as to Lessor. Franchisor agrees to repair any damage to the premises caused by its entry and activity on the premises.

3. Relationship to Franchise Agreement. Lessor acknowledges that the Lease and/or any new or amended lease executed by the parties will be subject to and not inconsistent with the Franchise Agreement. For example, Lessor must permit Franchisor's entry onto the premises for the purpose of enforcing Franchisor's rights under the Franchise Agreement or for routine visits.

4. Use or Assignment of Premises. The parties agree that the premises must only be used for the operation of the Franchised Business, and that Lessee may not sublease or assign all or any part of its occupancy rights without Franchisor's prior written approval.

5. Exclusivity. Lessor agrees not to negotiate with or lease space within the center to any other tenant that will operate a business serving poke bowls, which consist of raw fish salads using a variety of fish and other kinds of seasonings, as ten percent (10%) or more of its menu.

6. Obligations of Franchisor. The parties acknowledge that the Lease does not create any rights against or obligations of Franchisor unless specifically stated in this Addendum.

7. Display of Marks. Lessor agrees that Lessee and/or Franchisor may display Franchisor's and/or its licensor's marks according to Franchisor's specifications in the Confidential Operations Manual provided to Lessee under the Franchise Agreement, as modified from time to time by Franchisor in its sole and absolute right, subject to the provisions of applicable law and community standards.

8. Right to Information. Lessor agrees to provide to Franchisor, on request, information regarding the Franchised Business or the Lease, including any information furnished to Lessor by Lessee.

9. Delivery of Lease; Franchisor's Prior Written Approval. Lessor and Lessee agree to deliver the Lease in executed form to Franchisor within 5 days after execution.

10. Waiver. Failure of Franchisor to enforce or exercise any of its rights under this Addendum will not constitute a waiver of those rights or a waiver of any subsequent enforcement or exercise of its rights under this Addendum.

11. Execution of Documents. The parties agree to execute all documents or agreements and to take all action as may be necessary or desirable to effectuate the terms of this Addendum.

12. Amendment of Lease. Lessor and Lessee agree not to amend, modify or waive the terms of the Lease in any respect that would adversely affect Franchisor's rights without the prior written consent of Franchisor.

13. Vacation of Premises. Lessee agrees to peaceably and promptly vacate the premises and to remove its personal property on the repurchase, termination or expiration of the franchise or on Lessee's failure to timely cure defaults under the Lease. Any property not so removed within 10 days after Lessee vacates the premises will be deemed abandoned.

14. Delivery of Possession. If it becomes necessary for Lessor to pursue legal action to evict Lessee in order to deliver possession of the premises to Franchisor, Franchisor will, at the written request of Lessor, pay into escrow amounts necessary to cure any default(s) by Lessee, pending delivery of the premises to Franchisor. If Lessor is unable to deliver the premises to Franchisor within 6 months after the date Franchisor notifies Lessor of its election to continue the use of the premises, Franchisor will have the right at any time to withdraw its election to acquire a leasehold interest in the premises, at which time all amounts deposited by Franchisor in escrow plus interest earned will be returned promptly to Franchisor. Franchisor will not be required to cure defaults and/or begin paying rent until delivery to it of possession of the premises, free and clear of any of Lessee's rights or the rights of any third parties.

15. Lessee's Liability. Lessee will remain liable for all of its obligations under the Lease regardless of the assignment of the Lease to Franchisor or the execution of a new lease between Franchisor and Lessor, and Franchisor will be entitled to recover from Lessee all amounts it has paid to Lessor to cure any default(s) by Lessee under the Lease.

16. Notices. All notices will be sent by certified mail and by email to the following addresses or to such other addresses as the parties may, by written notice, designate. Such notices will be deemed to be given 3 days after being sent by certified mail.

If to Franchisor:

JB Brothers, Inc.
3470 Wilshire Blvd., Suite 1115
Los Angeles, CA 90010

*With a copy to:*

Theresa Woo, Esq.
1000 Wilshire Blvd., Suite 2150
Los Angeles, CA 90017
Email: twoo@twoolawfirm.com
Facsimile: 213-261-4989

If to Lessor:

Attention:

If to Lessee:

Attention:

17. Binding Effect. This Addendum will be binding on the parties, their heirs, executors, successors, assigns and legal representatives.

18. Severability. If any provision of this Addendum or any part is declared invalid by any court of competent jurisdiction, the provision will not affect the validity of this Addendum and the remainder of this Addendum will remain in effect according to the terms of the remaining provisions or parts of provisions of this Addendum.

19. Remedies. The rights and remedies created under this Addendum will be deemed cumulative and no 1 of the rights or remedies will be exclusive at law or in equity of the rights and remedies which Franchisor may have under this Addendum or any other agreement to which Franchisor and Lessee are parties.

20. Attorneys' Fees. If any action is instituted by any party to enforce any provision of this Addendum, the prevailing party will be entitled to recover all attorneys' fees and costs incurred in the action.

21. Effective Date. Each of the undersigned agrees to the terms of this Addendum, effective the day and year first above written.

**LESSEE:** [NAME]

By: ______________________________
Printed Name: ______________________
Its: ______________________________

**FRANCHISOR:** JB BROTHERS, INC.

By: ______________________________
Printed Name: ______________________
Its: ______________________________

**Attachment 7**

**CONFIDENTIALITY AND NON-COMPETITION AGREEMENT**

THIS AGREEMENT is entered into by [NAME] ("we," "us," or "our"), a franchisee of JB BROTHERS, INC., JB Brothers, INC. ("FRANCHISOR" or "POKÉ BAR")), and ________________________ ("you," "your" or "yourself").

**RECITALS**

A. We desire to engage or employ you; and

B. You desire to be engaged or employed by us, in connection with our POKÉ BAR business.

In consideration of the recitals above and the terms below, the parties agree:

1. Covenants Not to Disclose; Covenants Not to Compete. You agree that certain methods of doing business and other elements comprising the POKÉ BAR system are distinctive and have been developed by POKÉ BAR at great effort, skill, time and expense; that you will have regular and continuing access to valuable trade secrets, confidential information and valuable training regarding the POKÉ BAR system; and that you recognize your obligation to promote and develop our POKÉ BAR business. You accordingly agree as follows:

(a) Except as required in duties performed for us, you will never, either during or after the term or engagement or employment, either directly or indirectly, use, or disseminate or disclose to any person or entity, any trade secrets or confidential information, including customer names, other customer information, recipes and business methods, of POKÉ BAR , and will always seek to preserve the confidentiality of those trade secrets and confidential information.

(b) During your engagement or employment, you will not, directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, divert or attempt to divert any business or customer of ours to any competitor or other person by direct or indirect inducement or otherwise, but this Section will not prevent you from referring customers in good faith to other businesses, including competitors' businesses, that may be able to provide those customers with products or services not available from our business.

(c) [reserved]

(d) During your engagement or employment, you will not, without the written consent of us and Franchisor, directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any other person or entity, own, maintain, engage in, have any interest in or perform any service for any business other than us located in the United States that, offers or that franchises or licenses others to offer, products or services that are the same as or substantially similar to products and services offered by us or Franchisor.

(e) For 2 years after termination of your engagement or employment, regardless of the cause of termination, you will not, without the written consent of us and Franchisor, directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any other person or entity, own, maintain, engage in, have any interest in or perform any service for any business that offers, or that franchises or licenses others to offer, products or services that are the same as or substantially similar to the products or services that were or could have been offered by us or Franchisor when you were engaged or employed, and that operates: (1) within our Territory, or (2) within the Territory of any other POKÉ BAR franchisee's business operating or in planning at the time of termination.

(i) Territory constitutes a radius of ten (10) miles from any of our POKÉ BAR locations.

2. You agree that we may, if we require in our sole discretion, reduce the scope of any term or subpart of any term in this Agreement without your consent, effective immediately on written notice from us, and you agree that you will promptly comply with any term or subpart so modified, that will be fully enforceable notwithstanding any other term or subpart of this Agreement.

3. Covenants As Independent, and As Conditions Precedent to Engagement or Employment. Your covenants in Section 1 are independent of any other terms of this Agreement, and are conditions precedent to engagement or employment. Any claim or cause of action against us or Franchisor, whether predicated on this Agreement or otherwise, will not be a defense to the enforcement by us or Franchisor of the covenants in Section 1.

4. Covenants Concerning Our and Franchisor's Records and Other Property. You agree that all our and Franchisor's records, including records of our customers and all other records relating in any manner to our POKÉ BAR business, whether prepared by you or otherwise coming into your possession, are the exclusive property of us or Franchisor. Additionally, you agree that all files, records, documents, drawings, specifications and similar items for our POKÉ BAR business, including all copies of those items, whether prepared by you or otherwise coming into your possession, will not be removed by you from our premises without our written consent. Any records not at our premises will immediately be returned to us by you on termination of your engagement or employment, regardless of the cause of termination.

5. Severability. If a part of a covenant in this Agreement is held invalid, unreasonable or unenforceable by a court or agency, you agree to be bound by any lesser covenant subsumed within the terms of the covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in this Agreement. If an entire covenant in this Agreement is held invalid, unreasonable or unenforceable by a court or agency, the remaining covenants in this Agreement will continue in effect.

6. Injunctive Relief. We or Franchisor, in addition to other legal and equitable rights, will be entitled to temporary, preliminary or permanent injunctive relief, without bond, restraining your actual or threatened violation of any covenant in this Agreement.

7. Attorneys' Fees. In a legal action for damages, injunctive relief, the return of property or any other legal or equitable remedy, you agree to pay our or Franchisor's reasonable attorneys' fees, court costs and reasonable out-of-pocket expenses for the action.

8. Governing Law This Agreement will be governed by the laws of California.

9. Binding Effect. This Agreement will be binding on the parties, and their heirs, executors, administrators, successors and assigns.

10. Modification. This Agreement may not be modified except in written agreement of at least equal formality signed by the parties.

The undersigned agree to the terms of this Agreement.

________________________________________
INDEPENDENT CONTRACTOR OR EMPLOYEE

________________________________________

Date: ____________________________________

[NAME]

By: ________________________________

Name: ______________________

Title: ______________________

Date: ______________________

# Table of Contents of Confidential Operations Manual

# Exhibit D to the Disclosure Document

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# LIST OF CURRENTAND/OR
# TERMINATED FRANCHISEES

## Exhibit E to the Disclosure Document

Current Franchisees:

1. Poke Bar Dice & Mix Cerritos: 11336 ½ South Street Cerritos, CA 90703; 562-865-2300
2. T Poke Bar, Inc,: 21219 Hawthorne Boulevard, Torrance, CA 90502; 310-316-1121
3. Jose Andreas Martinez: 7845 N. Mesa Street, Suite B, El Paso, TX 79932; 915-275-4448
4. KP Dining Group: 350 S. Grand Avenue Suite B2, Los Angeles, CA 90071; 213-613-9972
5. Poke Bar Riverside, Inc.: 3740 Iowa Avenue #108, Riverside, CA 92507; 951-405-8233
6. Rue-Ell Enterprises, Inc.: 2433 E. Durant Avenue, Berkeley, CA 94704; 510-280-5681
7. TMTA Inc.: 5273 West Olympic Boulevard Los Angeles, CA 90036; 323-424-3313
8. OGCC Investment Group: 12040 Tierra Este Suite B210, El Paso, TX 79938; 915-260-8300
9. Chris Lee: 100 Universal City Plaza, Universal City, CA 91608; 818-622-9841
10. Toby Oh: 15478 S. Western Avenue, #107 Gardena, CA 90249; 424-266-9103
11. JH 19 Palms, LLC: 1514 Brown Rd., Twentynine Palms, CA 92277;
12. Tina SB PB: 891 Harriman Pl Suite A, San Bernandino, CA 92408; 909-381-2777
13. Jeff Wong: 1600 Saratoga Avenue, Suite 121, San Jose, CA 95129; 415-699-0547
14. Lee Mun Kuk: 100 W. Green Street, Unit 101, Pasadena, CA 91105; 626-486-2668
15. JHN Management Holdings, LLC: 130 General Stillwill Drive Suite 106, Marina, CA 93933; 831-714-4570
16. Young Bae Cho: 9700 Medlock Bridge Road Suite 136, Johns Creek, GA 30097; 770-495-3737
17. Jung Yeon Huh: 3186 Lawrenceville-Suwanee Road #2, Suwanee, GA 30024; 678-642-7878
18. Sun Hae Choi: 3675 Satellite Blvd. NW #840, Duluth, GA 30096; 470-395-7222
19. Hyuk Chul Shin: 2685 Old Milton Parkway, Alpharetta, GA 30009; 470-210-5614
20. Sun Hwa Cho: 1220 Caroline Street NE A-100, Atlanta, GA 30307; 404-996-6684
21. Nam Choi: 21110 84th Avenue S Unit 103, Kent, WA 98032: 253-395-1070
22. Yanni Xing: 171-173 Ponsonby Road, Ponsonby, Auckland 1011, New Zealand; 64-9-360-0080
23. Yanni Xing: 286 Mount Wellington Hwy, Mount Wellington, Auckland 1060, New Zealand; 64-9-217-3426

24. P&C Carson, Inc.: 612 East Carson Street, Carson, CA 90745; 424-536-3111
25. FSDMR, Inc.: 12350 Washington Place, Los Angeles, CA 90066; 310-391-6526
26. M Poke Bar, Inc.: 442 West Huntington Drive, Monrovia, CA 91016;
27. Poke Bar Queen's Rise Limited: 219 Don McKinnon Drive, Albany, Auckland 0632, New Zealand;
28. Bajwa Restaurant Management, Inc.: 555 California Street, San Francisco, CA 94104;
29. Cups 19 LLC: 1348 SW Third Avenue, Portland, OR 97201; 503-241-4222
30. Harbour Plaza Poke Bar Ltd.: 1331 Main Street, North Vancouver, BC V7J3J7; 604-770-1993
31. New Westminster Poke Bar LTD: 372-800 Carnarvon Street, New Westminster, BC, VCM 0G3; 604-544-5911
32. Londsdale Poke Bar, LTD: 1448 Londsdale Avenue, North Vancouver, BC V7M2J1; 604-971-0369
33. Garden City Poke Bar LTD: 1110-4731 Mcclelland Road, Richmond, BC V6X0M5; 604-370-7075
34. POKE BAR ATHENS LLC: 1791 Oconee Connector Suite 740, Athens, GA 30606; 706-850-3410
35. POKE BAR GA BROOKHAVEN LLC: 5070 Peachtree Boulevard., Ste. B-130, Chamblee, GA 30341; 470-385-6332
36. Rmdidim LLC: 419 Church Street, Suite 170, Decatur, GA 30030; 678-515-7555
37. Alpine Ventures LLC: 4709 Ashford Dunwoody Road Suite C, Dunwoody, GA 30338; 678-343-5933
38. Poke Guys Llc: 6410 North Point Parkway #930, Alpharetta, GA 30022; 770-475-1023
39. Poke Bar Ga Peachtree City LLC: 2729 Highway 54, Peachtree City, GA 30269
40. Lonsdale Poke Bar Ltd.: 280 E. Broadway, Vancouver, BC V5T1W3; 604-971-0369
41. Poke Bar GA Roswell Kroger LLC: 4920 Roswell Road NE, Atlanta, GA 30342;
42. Poke Bar GS AS LLC: 265 18th Street NW, Suite 4120 A, Atlanta, GA 30363; 404-975-3299
43. Poke Bar Blake LLC: 2604 Hillsborough Street, Raleigh, NC 27607; 919-890-5000
44. Martinez & Gonzalez Poke Bar Inc.: 1550 N. Zaragoza Rd, Suite A106, El Paso, TX 79936; 956-578-4756

Terminated Franchisees:

1. Seo Joon Young: 132 S. Brand Boulevard, Glendale, CA 91204; 818-696-1566
2. Solid Kwak Inc. 1120 Hermosa Avenue, Hermosa Beach, CA ; 424-247-9519
3. Grace Poke Bar, LLC: 9301 Tampa Avenue, Northridge, CA 91324; 818-885-1185
4. Mazzint LLC: 24921 Pico Canyon Road, Stevenson Ranch, CA 91381; 661-505-7670

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

# AUDITED F/S
# 2020, 2019, 2018

# Exhibit F to the Disclosure Document

Ko & Yun LLP
AUDIT • TAX • ADVISORY

# JB BROTHERS, INC.

Financial Statements

December 31, 2020 and 2019

With Independent Auditors' Report

**JB BROTHERS, INC.**

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**JB BROTHERS, INC.**
Balance sheets
December 31, 2020 and 2019

| | 2020 | 2019 |
|---|---|---|
| **Assets** | | |
| CURRENT ASSETS: | | |
| Cash and cash equivalents | $ 147,689 | $ 67,774 |
| Royalty fees receivable | 58,074 | 50,964 |
| Franchise fees receivable | 20,000 | 35,000 |
| Inventories | - | 3,423 |
| Other current assets | 800 | 1,800 |
| Total current assets | 226,563 | 158,961 |
| PROPERTY AND EQUIPMENT, net | 152 | 47,396 |
| LONG-TERM LOANS | 556,829 | 385,674 |
| LOAN TO SHAREHOLDERS | 559,028 | 340,967 |
| OTHER ASSETS | - | 10,533 |
| Total assets | $ 1,342,572 | $ 943,531 |
| **Liabilities and Stockholder's Equity** | | |
| CURRENT LIABILITIES: | | |
| Other payables | $ 44,082 | $ 32,695 |
| Other taxes payable | 22,179 | 19,762 |
| Current portion of long-term debts | 57,332 | 32,258 |
| Current portion of deferred franchise fees | 71,314 | 75,314 |
| Other current liabilities | 13,580 | 12,073 |
| Total current liabilities | 208,487 | 172,102 |
| LONG-TERM DEBTS, net of current portion | 608,069 | 165,776 |
| DEFERRED FRANCHISE FEES, net of current portion | 433,341 | 475,905 |
| Total liabilities | 1,249,897 | 813,783 |
| COMMITMENTS AND CONTINGENCIES | | |
| STOCKHOLDER'S EQUITY: | | |
| Common stock, $10 par value. Authorized, 100,000 shares; issued and outstanding, 6,754 shares | 67,540 | 67,540 |
| Retained earnings | 25,135 | 62,208 |
| Total stockholder's equity | 92,675 | 129,748 |
| Total liabilities and stockholder's equity | $ 1,342,572 | $ 943,531 |

See the accompanying notes to financial statements.

**JB BROTHERS, INC.**
Statements of Income
Year Ended December 31, 2020 and 2019

| | 2020 | 2019 |
|---|---|---|
| REVENUES: | | |
| Franchise fees | $ 75,841 | $ 67,445 |
| Sales by Company-operated restaurants | - | 371,017 |
| Royalty fees | 457,591 | 683,835 |
| Wholesales | 71,470 | - |
| Total revenues | 604,902 | 1,122,297 |
| COMPANY-OPERATED RESTAURANTS EXPENSES | (3,423) | (141,181) |
| GENERAL AND ADMINISTRATIVE EXPENSES | (588,967) | (751,720) |
| Total operating costs and expenses | (592,390) | (892,901) |
| INCOME FROM OPERATIONS | 12,512 | 229,396 |
| OTHER INCOME (EXPENSE): | | |
| Other income, net | 99,216 | 58,056 |
| Losses on disposal of fixed assets | (46,065) | - |
| Interest expense, net | (23,769) | (21,786) |
| Net other income | 29,382 | 36,270 |
| NET INCOME | $ 41,894 | $ 265,666 |

See the accompanying notes to financial statements.

**JB BROTHERS, INC.**
Statements of Changes in Stockholder's Equity
Year ended December 31, 2020 and 2019

| | Common Stock | | Retained Earnings | Total Stockholder's Equity |
|---|---|---|---|---|
| | Shares | Amount | | |
| BALANCE AT JANUARY 1, 2019 | 6,754 | $ 67,540 | $ (52,448) | $ 15,092 |
| Distribution | - | - | (151,010) | (151,010) |
| Net income | - | - | 265,666 | 265,666 |
| BALANCE AT DECEMBER 31, 2019 | 6,754 | $ 67,540 | $ 62,208 | $ 129,748 |
| Distribution | - | - | (78,967) | (78,967) |
| Net income | - | - | 41,894 | 41,894 |
| BALANCE AT DECEMBER 31, 2020 | 6,754 | $ 67,540 | $ 25,135 | $ 92,675 |

See the accompanying notes to financial statements.

**JB BROTHERS, INC.**
Statements of Cash Flows
Year ended December 31, 2020 and 2019

| | 2020 | 2019 |
|---|---|---|
| CASH FLOWS FROM OPERATING ACTIVITIES: | | |
| Net income | $ 41,894 | $ 265,666 |
| Adjustments to reconcile net income to net cash used in operating activities: | | |
| Depreciation and amortization | 2,860 | 6,098 |
| Amortization of loan issuance cost | 415 | 415 |
| Loss on disposal of fixed assets | 46,065 | - |
| Changes in operating assets and liabilities: | | |
| Royalty fees receivable | (7,110) | 58,550 |
| Franchise fees receivable | 15,000 | 59,000 |
| Other receivables | - | 40,038 |
| Inventories | 3,423 | 2,452 |
| Other current assets | 1,000 | 1,000 |
| Long-term loans | (171,155) | 44,937 |
| Loan to shareholders | (218,061) | (340,967) |
| Other assets | 10,533 | - |
| Other payables | 11,387 | 5,929 |
| Other taxes payable | 2,417 | (9,180) |
| Current portion of deferred franchise fees | - | 18,536 |
| Other current liabilities | 1,507 | 9,643 |
| Deferred franchise fees | (46,564) | 42,270 |
| Net cash used in operating activities | (306,389) | 204,387 |
| CASH FLOWS FROM INVESTING ACTIVITY: | | |
| Purchase of property and equipment | (1,681) | - |
| Net cash used in investing activity | (1,681) | - |
| CASH FLOWS FROM FINANCING ACTIVITIES: | | |
| Proceed from long-term debts | 499,900 | - |
| Repayment of long-term debts | (32,948) | (29,495) |
| Distribution | (78,967) | (151,010) |
| Net cash provided by financing activities | 387,985 | (180,505) |
| NET INCREASE IN CASH AND CASH EQUIVALENTS | 79,915 | 23,882 |
| CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR | 67,774 | 43,892 |
| CASH AND CASH EQUIVALENTS AT END OF YEAR | $ 147,689 | $ 67,774 |
| SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION: | | |
| Cash paid during the year for interest | $ 25,298 | $ 20,437 |

See the accompanying notes to financial statements.

## Note 1 - Formation and Nature of Business

*Organization*

JB Brothers, Inc. (the "Company") was incorporated, under the laws of the State of California, on January 6, 2015. The Company is 50% owned by Seung Nam Park and 50% owned by Jeong Hi Ju. The Company files a Franchise Disclosure Document with the Federal Trade Commission and various states for the continuing right to grant franchises to third parties to operate limited service restaurants under the "Poke Bar Dice & Mix ("Poke Bar")" trade name. The franchise agreements typically have a term of 10 years with an option to renew for an additional term.

*Nature of Business*

The Company's primary business purpose, among other things, is to franchise and operate Poke Bar brand restaurants throughout the United States of America ("US") and in certain international markets. The company currently operates in the fast-casual restaurant business through Company-operated and franchised Poke Bar restaurants that feature poke, a raw fish salad based on Hawaiian cuisine. Raw fish such as tuna, salmon, albacore, shrimp, octopus, and scallop are complemented with seaweed, onions, kale, and other items to create a healthy option for customers.

There is currently a total of 65 Poke Bar restaurants located in ten states and in two other countries.

## Note 2 - Summary of Significant Accounting Policies

*Cash and Cash Equivalents*

The Company considers all money market funds and highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

*Property and Equipment*

Property and equipment are stated at cost. The straight-line method is to be used to calculate depreciation over their estimated useful lives ranging as follows:

| | |
|---|---|
| Equipment | 5 years |
| Furniture and fixtures | 7 years |
| Leasehold improvement | 15 years |

The Company capitalizes interest cost incurred on funds to construct property and equipment. The capitalized interest is recorded as part of the asset to which it relates and is amortized over the asset's estimated useful life. Capital expenditures which enhance the value or materially extend the useful life of the related assets are reflected as additions to property and equipment.

*Long-Lived Assets*

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the assets to the future net cash flows expected to be generated by the asset. If such assets are considered impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less selling expenses. No impairment loss was recognized for the years ended December 31, 2020 and 2019.

*Revenue Recognition*

The Company sells individual franchises as well as territory agreements in the form of area development agreements and/or master territory agreements (collectively "Franchise Agreement") that grant the right to develop restaurants in designated areas. Franchise agreements typically require the franchisee to pay a nonrefundable fee and continuing royalty fees based upon a percentage of sales. When the Company enters into a franchise agreement, it agrees to provide certain services to the franchisee. Generally, these services including reserving the territory development area, assistance in site selection, training personnel and design of an initial quality control program. Furthermore, the Company's revenue includes sales by Company-operated restaurants and limited wholesale operations to franchisees.

Initial franchise fees are recognized during the franchise period granted by the franchise arrangement, which are binding for ten years from the date of establishment of franchisee's place of business. Revenue of franchise fees are recognized over ten years for each franchisee and it is prorated based on the date of establishment of each franchisee. Unrecognized revenue of franchise fees is recorded as deferred franchise fees.

Royalty fees are recognized as income on a monthly basis for each franchisee. Franchisees are typically required to pay the Company a monthly royalty fee of 6% of total monthly gross sales. Royalty fees income is approximately $458,000 and $684,000 during the years ended December 31, 2020 and 2019, respectively.

Company restaurant sales from the operation of company-operated restaurants are recognized when food and service are delivered to customers. As of December 31, 2019, the Company has ceased its operated restaurant activities.

*Advertising Cost*

Advertising costs are expensed as incurred. Advertising costs amounted approximately $57,000 and $16,000 for the years ended December 31, 2020 and 2019, respectively.

*Income Taxes*

The Company is classified as a S-corporation for federal and state income purposes. As a result, the Company generally does not incur US income taxes. Instead, its earnings and losses flow up to its stockholders. Consequently, the Company's income or loss is presented without a provision or benefit for federal and state income taxes.

The Company is subject to state franchise taxes in certain states, which are based on either income or equity of the Company. Franchise tax expense is recorded in selling, general and administrative expenses. The Company is also subject to withholding taxes in certain international jurisdictions.

Management of the Company considers the likelihood of changes by taxing authorities in its income tax returns and discloses potential significant changes that management believes are more likely than not to occur upon examination by tax authorities. Management has not identified any uncertain tax positions that require disclosure in the accompanying financial statements.

*Use of Estimates*

The preparation of financial statements in conformity with US generally accepted accounting principles requires management to make certain estimates and assumptions that affect the amounts of assets and liabilities and disclosure of contingent assets and liabilities at the end of the financial statements and the reported amounts of revenue and expenses during the reporting period.

*Fair Value of Financial Instrument*

The Company applies, when appropriate, the provisions of the Financial Accounting Standards Board ("FASB") issued Accounting Standards Codifications ("ASC") 820, *Fair Value Measurement*, to its financial assets and liabilities and its nonfinancial assets and liabilities that are measured and/or disclosed at fair value on a recurring basis. Fair value for financial reporting purposes is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly market transaction between market participants at the measurement date (reporting date). Fair value is based on an exit price in the primary market or most advantageous market in which the reporting entity could transact.

The carrying amounts reported in the balance sheets for short-term financial instruments, including cash and cash equivalents, royalty fees receivable, franchise fees receivable, other current assets, other payables, other taxes payable, other current liabilities, approximate fair value due to the short maturities of these instruments. The carrying amount reported in the balance sheets for long term debt primarily approximates fair value since the interest rate fluctuates with market changes in interest rates.

*Recently Issued Accounting Pronouncements*

In December 2019, FASB issued Accounting Standards Update ("ASU") 2019-11, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes.* In this update, the amendments simplify the accounting for income taxes by removing certain exceptions for recognizing deferred taxes for investments, performing intra-periods allocation, and calculating income taxes in interim periods. The ASU also adds guidance to reduce complexity in certain areas, including recognizing deferred taxes for tax goodwill and allocating taxes to members of a consolidated group. For non-public business entities, the amendments are effective for fiscal years beginning after December 15, 2021, and interim periods within fiscal years beginning after December 15, 2022. Early adoption of the amendments is permitted. The Company is currently assessing the impact that the adoption will have on the Company's financial statements.

In January 2020, FASB issued ASU 2020-01, *Investments-Equity Securities (Topic 321), Investments-Equity Method and Joint Ventures (Topic 323), and Derivatives and Hedging (Topic 815).* In this update, the amendments clarify that an entity should consider observable transactions that require it to either apply or discontinue the equity method of accounting for the purposes of applying the measurement alternative in accordance with Topic 321 immediately before applying or upon discontinuing the equity method. The ASU also clarifies that entity should not consider whether, upon the settlement of the forward contract or exercise of the purchased option, individually or with existing investments, the underlying securities would be accounted for under the equity method in Topic 323 or the fair value option in accordance with the financial instruments guidance in Topic 825. For non-public business entities, the amendments are effective for fiscal years beginning after December 15, 2021, and interim periods within those fiscal years. Early adoption is permitted. The Company is currently assessing the impact that the adoption will have on the Company's financial statements.

In June 2020, FASB issued ASU 2020-05, *Leases (Topic 842): Effective Dates for Certain Entities.* In this update, the amendments proposed one-year effective date delay for certain companies and organizations applying leases guidance due to adverse effect of COVID-19 pandemic. In regard to ASC 842, private companies and private nonprofit organizations can apply the standard to fiscal years beginning after December 15, 2021, and interim reporting periods within fiscal years beginning after December 15, 2022. The one-year deferrals are optional, and early adoption continues to be permitted. The Company is currently assessing the impact that the adoption will have on the Company's financial statements.

## Note 3 - Concentration of Credit Risk

The standard insurance limit of Federal Deposit Insurance Corporation ("FDIC") is $250,000 per depositor, per insured bank, for each account ownership category. Financial instruments that potentially subject the Company to credit risk consist primarily of cash and cash equivalents. The Company maintains its cash accounts with high quality financial institutions, which, at times, may exceed federally insured coverage. As of December 31, 2020 and 2019, there was no excess of the FDIC insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

**Note 4 - Inventories**

Inventories consist of the following:

| | 2020 | 2019 |
|---|---|---|
| Raw fish | $ - | $ 2,150 |
| Supplies | - | 1,273 |
| | $ - | $ 3,423 |

**Note 5 - Property and Equipment**

Property and equipment consist of the following:

| | 2020 | 2019 |
|---|---|---|
| Equipment | $ 3,955 | $ 20,717 |
| Furniture and fixtures | - | 7,200 |
| Leasehold improvements | - | 61,947 |
| Total cost | 3,955 | 89,864 |
| Less accumulated depreciation | (3,803) | (42,468) |
| Total property and equipment, net | $ 152 | $ 47,396 |

Depreciation expense is approximately $3,000 and $6,000 for the years ended December 31, 2020 and 2019, respectively.

As of December 31, 2019, the Company has ceased its restaurant business activities. During 2020, the Company has subsequently sold its facilities related to restaurant activities.

**Note 6 - Long-Term Loans**

Long-term loans consist of the following:

| | 2020 | 2019 |
|---|---|---|
| ES Poke Bar | $ 178,225 | $ 59,023 |
| Glendale Poke Bar | 20,427 | 97,378 |
| Horn Food | 107,596 | 30,000 |
| NS Poke Bar | - | 44,961 |
| NY Poke Bar | 11,250 | - |
| Phoenix Poke Bar | 45,635 | 45,635 |
| Seattle Poke Bar | 56,256 | - |
| Poke Bar Ventura | - | 45,720 |
| Others | 137,440 | 62,957 |
| | $ 556,829 | $ 385,674 |

**Note 7 - Loan to Shareholders**

The balance outstanding as of December 31, 2020, and 2019 is $559,028 and $340,967. The loan matures in July 31, 2027 and accrue no interest.

**Note 8 - Deferred Franchise Fees**

The details of deferred franchise fees are as follows:

| | 2020 | 2019 |
|---|---|---|
| Deferred franchise fees | $ 504,655 | $ 551,219 |
| Less current portion of deferred franchise fees | (75,314) | (75,314) |
| Deferred franchise fees, less current portion | $ 433,341 | $ 475,905 |

**Note 9 - Long-Term Debts**

The details of long-term debts are as follows:

| | 2020 | 2019 |
|---|---|---|
| The Economic Injury Disaster Loan ("EIDL Loan") from U.S. Small Business Administration (the "SBA"), the balance of principal and interest is payable thirty years from the date of promissory note. The principal is $500,000 and the outstanding balance is $500,000 as of December 31, 2020. | $ 500,000 | $ - |
| Notes payable to Bank of Hope, principal maturity is April 9, 2025, monthly payment of principal in the amount of approximately $4,000 and interest at Wall Street Journal Prime Rate plus 2.25% (5.5% at December 31, 2020) due monthly. | 168,439 | 201,487 |
| Total | 668,439 | 201,487 |
| Less current portion | (57,332) | (32,258) |
| Less debt issuance costs | (3,038) | (3,453) |
| Net long-term debts | $ 608,069 | $ 165,776 |

On April 22, 2020, the Company executed the standard loan documents required for EIDL Loan from the SBA under its EIDL Loan assistance program in light of the impact of the COVID-19 pandemic on the Company's business.

Pursuant to that certain Loan Authorization and Agreement, the principal amount of the EIDL Loan is up to $500,000, with proceeds to be used for working capital purposes. Interest accrues at the rate of 3.75% per annum and will accrue only on funds actually advanced from the date of each advance. Installment payments, including principal and interest, are due monthly beginning April 22, 2021 (twelve months from the date of the promissory note from the SBA) in the amount of $2,437.

Following is a schedule of principal maturities of long-term debts for each of the next five years and in aggregate thereafter:

| | | |
|---|---|---|
| 2021 | $ | 57,332 |
| 2022 | | 66,385 |
| 2023 | | 69,070 |
| 2024 | | 71,949 |
| Thereafter | | 403,703 |
| | $ | 668,439 |

**Note 10 - Related-Party Transactions**

In limited circumstances, the stockholders of the Company owned, or partially owned, and operated individual locations and/or affiliated entities. As such, details of any revenues, deferred assets, or others from entities directly or indirectly controlled by the stockholders of the Company are as follows:

| | | 2020 | | 2019 |
|---|---|---|---|---|
| Royalty fees | $ | 457,591 | $ | 102,862 |
| Franchise fees | | - | | 4,500 |
| Wholesales | | 71,470 | | - |
| Royalty fees receivable | | 58,074 | | 6,165 |
| Deferred franchise fees | | - | | 30,958 |
| Long-term loans | | 559,028 | | 235,744 |

**Note 11 - Commitments and Contingencies**

*Operating Leases*

The Company leases offices and office equipment under noncancelable operating lease agreements. Lease expense for the years ended December 31, 2020 and 2019, under operating leases was approximately $36,000 and $83,000, respectively. Minimum future lease payments required under noncancelable operating lease agreements are as follows:

| | | |
|---|---|---|
| 2021 | $ | 37,377 |
| 2022 | | 38,498 |

*Legal Matters*

The Company is subject to various legal proceedings and claims that arise in the ordinary course of business. In the opinion of management, the outcome of these matters will not have a material adverse effect on the financial position or results of operations of the Company.

*Other Matters*

On January 30, 2020, the World Health Organization ("WHO") announced a global health emergency because of a new strain of coronavirus originating in Wuhan, China (the "COVID-19 outbreak") and the risks to the international community as the virus spreads globally beyond its point of origin. In March 2020, the WHO classified the COVID-19 outbreak as a pandemic, based on the rapid increase in exposure globally. The full impact of the COVID-19 outbreak continues to evolve as of the date of this report. As such, it is uncertain as to the full magnitude that the pandemic will have on the Company's financial condition, liquidity, and future results of operations.

The management of the Company is actively monitoring its financial condition, liquidity, operations, suppliers, industry, and workforce. Although the Company cannot estimate the length or gravity of the impacts of this event at this time, if the pandemic continues, it may have an adverse effect on the Company's financial condition, liquidity, and future results of operations.

## Note 12 - Subsequent Events

The Company has evaluated subsequent events from the balance sheet date through March 29, 2021, the date at which the financial statements were available to be issued and has determined that there are no items to disclose.

* * * * * * *

Ko & Yun LLP
AUDIT • TAX • ADVISORY

# JB BROTHERS, INC.

Financial Statements

December 31, 2019 and 2018

With Independent Auditors' Report

**JB BROTHERS, INC.**

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Ko & Yun LLP
AUDIT • TAX • ADVISORY

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# Independent Auditors' Report

To the Stockholder of
JB BROTHERS, INC.:

We have audited the accompanying financial statements of JB BROTHERS, INC. (the "Company"), which comprise the balance sheets as of December 31, 2019 and 2018, the related statements of operations, changes in stockholder's equity, cash flows for the years 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 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 the Company as of December 31, 2019 and 2018, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Ko + Yun LLP

Duluth, Georgia
March 27, 2020

**JB BROTHERS, INC.**
Balance sheets
December 31, 2019 and 2018

| | December 31, 2019 | December 31, 2018 |
|---|---|---|
| **Assets** | | |
| CURRENT ASSETS: | | |
| Cash and cash equivalents | $ 67,774 | $ 43,892 |
| Royalty fees receivable | 50,964 | 109,514 |
| Franchise fees receivable | 35,000 | 94,000 |
| Other receivables | - | 40,038 |
| Inventories | 3,423 | 5,875 |
| Other current assets | 1,800 | 2,800 |
| Total current assets | 158,961 | 296,119 |
| PROPERTY AND EQUIPMENT, net | 47,396 | 53,494 |
| LONG-TERM LOANS | 385,674 | 430,611 |
| LOAN TO SHAREHOLDERS | 340,967 | - |
| OTHER ASSETS | 10,533 | 10,533 |
| Total assets | $ 943,531 | $ 790,757 |
| **Liabilities and Stockholder's Equity** | | |
| CURRENT LIABILITIES: | | |
| Other payables | $ 32,695 | $ 26,766 |
| Other taxes payable | 19,762 | 28,942 |
| Current portion of long-term debts | 32,258 | 29,423 |
| Current portion of deferred franchise fees | 75,314 | 56,778 |
| Other current liabilities | 12,073 | 2,430 |
| Total current liabilities | 172,102 | 144,339 |
| LONG-TERM DEBTS, net of current portion | 165,776 | 197,691 |
| DEFERRED FRANCHISE FEES, net of current portion | 475,905 | 433,635 |
| Total liabilities | 813,783 | 775,665 |
| COMMITMENTS AND CONTINGENCIES | | |
| STOCKHOLDER'S EQUITY: | | |
| Common stock, $10 par value. Authorized, 100,000 shares; issued and outstanding, 6,754 shares | 67,540 | 67,540 |
| Retained earnings (Accumulated deficits) | 62,208 | (52,448) |
| Total stockholder's equity | 129,748 | 15,092 |
| Total liabilities and stockholder's equity | $ 943,531 | $ 790,757 |

See the accompanying notes to financial statements.

**JB BROTHERS, INC.**
Statements of Operations
Year Ended December 31, 2019 and 2018

| | 2019 | 2018 |
|---|---|---|
| REVENUES: | | |
| Franchise fees | $ 67,445 | $ 54,078 |
| Sales by Company-operated restaurants | 371,017 | 539,900 |
| Royalty fees | 683,835 | 568,979 |
| Wholesales | - | 36,140 |
| Total revenues | 1,122,297 | 1,199,097 |
| COMPANY-OPERATED RESTAURANTS EXPENSES | (141,181) | (227,249) |
| GENERAL AND ADMINISTRATIVE EXPENSES | (732,970) | (813,762) |
| Total operating costs and expenses | (892,901) | (1,041,011) |
| INCOME FROM OPERATIONS | 229,396 | 158,086 |
| OTHER INCOME (EXPENSE): | | |
| Interest expense, net | (21,786) | (14,585) |
| Other income, net | 58,056 | 137,944 |
| Net other income | 36,270 | 123,359 |
| NET INCOME | $ 265,666 | $ 281,445 |

See the accompanying notes to financial statements.

**JB BROTHERS, INC.**

Statements of Changes in Stockholder's Equity

Year ended December 31, 2019 and 2018

| | Common Stock | | Retained Earnings (Accumulated Deficits) | Total Stockholder's Equity |
|---|---|---|---|---|
| | Shares | Amount | | |
| BALANCE AT JANUARY 1, 2019 | 6,754 | $ 67,540 | $ (52,448) | $ 15,092 |
| Distribution | - | - | (151,010) | (151,010) |
| Net income | - | - | 265,666 | 265,666 |
| BALANCE AT DECEMBER 31, 2019 | 6,754 | $ 67,540 | $ 62,208 | $ 129,748 |

See the accompanying notes to financial statements.

**JB BROTHERS, INC.**
Statements of Cash Flows
Year ended December 31, 2019 and 2018

| | 2019 | 2018 |
|---|---|---|
| CASH FLOWS FROM OPERATING ACTIVITIES: | | |
| Net income | $ 265,666 | $ 281,445 |
| Adjustments to reconcile net income to net cash provided by (used in) operating activities: | | |
| Depreciation and amortization | 6,098 | 9,302 |
| Amortization of loan issuance cost | 415 | 283 |
| Gain on disposal of fixed assets | - | (113,225) |
| Changes in operating assets and liabilities: | | |
| Royalty fees receivable | 58,550 | (115,368) |
| Franchise fees receivable | 59,000 | 14,000 |
| Other receivables | 40,038 | (40,038) |
| Inventories | 2,452 | 867 |
| Other current assets | 1,000 | (2,800) |
| Long-term loans | 44,937 | (304,760) |
| Loan to shareholders | (340,967) | - |
| Other assets | - | (3,560) |
| Other payables | 5,929 | (15,867) |
| Other taxes payable | (9,180) | (6,879) |
| Current portion of deferred franchise fees | 18,536 | 23,528 |
| Other current liabilities | 9,643 | (12,992) |
| Deferred franchise fees | 42,270 | 168,031 |
| Net cash provided by (used in) operating activities | 204,387 | (118,033) |
| CASH FLOWS FROM INVESTING ACTIVITIES: | | |
| Sales of property and equipment | - | 110,000 |
| Net cash provided by investing activities | - | 110,000 |
| CASH FLOWS FROM FINANCING ACTIVITIES: | | |
| Repayment of long -term debts | (29,495) | (19,018) |
| Distribution | (151,010) | (270,308) |
| Proceed from long-term debts | - | 245,849 |
| Net cash used in financing activities | (180,505) | (43,477) |
| NET INCREASE(DECREASE) IN CASH AND CASH EQUIVALENTS | 23,882 | (51,510) |
| CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR | 43,892 | 95,402 |
| CASH AND CASH EQUIVALENTS AT END OF YEAR | $ 67,774 | $ 43,892 |
| SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION: | | |
| Cash paid during the year for interest | $ 20,437 | $ 10,403 |

See the accompanying notes to financial statements.

## Note 1 - Formation and Nature of Business

*Organization*

JB Brothers, Inc. (the "Company") was incorporated, under the laws of the State of California, on January 6, 2015. The Company is 50% owned by Seung Nam Park and 50% owned by Jeong Hi Ju. The Company files a Franchise Disclosure Document with the Federal Trade Commission and various states for the continuing right to grant franchises to third parties to operate limited service restaurants under the "Poke Bar Dice & Mix ("Poke Bar")" trade name. The franchise agreements typically have a term of 10 years with an option to renew for an additional term.

*Nature of Business*

The Company's primary business purpose, among other things, is to franchise and operate Poke Bar brand restaurants throughout the United States of America ("US") and in certain international markets. The company currently operates in the fast-casual restaurant business through Company-operated and franchised Poke Bar restaurants that feature poke, a raw fish salad based on Hawaiian cuisine. Raw fish such as tuna, salmon, albacore, shrimp, octopus, and scallop are complemented with seaweed, onions, kale, and other items to create a healthy option for customers.

There is currently a total of 68 Poke Bar restaurants located in ten states and in two other countries.

## Note 2 - Summary of Significant Accounting Policies

*Cash and Cash Equivalents*

The Company considers all money market funds and highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

*Property and Equipment*

Property and equipment are stated at cost. The straight-line method is to be used to calculate depreciation over their estimated useful lives ranging as follows:

| | |
|---|---|
| Equipment | 5 years |
| Furniture and fixtures | 7 years |
| Leasehold improvement | 15 years |

The Company capitalizes interest cost incurred on funds to construct property and equipment. The capitalized interest is recorded as part of the asset to which it relates and is amortized over the asset's estimated useful life. Capital expenditures which enhance the value or materially extend the useful life of the related assets are reflected as additions to property and equipment.

*Long-Lived Assets*

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the assets to the future net cash flows expected to be generated by the asset. If such assets are considered impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less selling expenses. No impairment loss was recognized for the years ended December 31, 2019 and 2018.

*Revenue Recognition*

The Company sells individual franchises as well as territory agreements in the form of area development agreements and/or master territory agreements (collectively "Franchise Agreement") that grant the right to develop restaurants in designated areas. Franchise agreements typically require the franchisee to pay a nonrefundable fee and continuing royalty fees based upon a percentage of sales. When the Company enters into a franchise agreement, it agrees to provide certain services to the franchisee. Generally, these services including reserving the territory development area, assistance in site selection, training personnel and design of an initial quality control program. Furthermore, the Company's revenue includes sales by Company-operated restaurants and limited wholesale operations to franchisees.

Initial franchise fees are recognized during the franchise period granted by the franchise arrangement, which are binding for ten years from the date of establishment of franchisee's place of business. Revenue of franchise fees are recognized over ten years for each franchisee and it is prorated based on the date of establishment of each franchisee. Unrecognized revenue of franchise fees is recorded as deferred franchise fees.

Royalty fees are recognized as income on a monthly basis for each franchisee. Franchisees are typically required to pay the Company a monthly royalty fee of 6% of total monthly gross sales. Royalty fees income is approximately $684,000 and $569,000 during the years ended December 31, 2019 and 2018, respectively.

Sales by Company-operated restaurants includes the sales of food items to the customer at Company-operated restaurants. As of December 31, 2019, the Company has ceased its operated restaurants activities.

*Advertising Cost*

Advertising costs are expensed as incurred. Advertising costs amounted approximately $16,000 and $14,000 for the years ended December 31, 2019 and 2018, respectively.

*Income Taxes*

The Company is classified as a S-corporation for federal and state income purposes. As a result, the Company generally does not incur US income taxes. Instead, its earnings and losses flow up to its stockholders. Consequently, the Company's income or loss is presented without a provision or benefit for federal and state income taxes.

The Company is subject to state franchise taxes in certain states, which are based on either income or equity of the Company. Franchise tax expense is recorded in selling, general and administrative expenses. The Company is also subject to withholding taxes in certain international jurisdictions.

Management of the Company considers the likelihood of changes by taxing authorities in its income tax returns and discloses potential significant changes that management believes are more likely than not to occur upon examination by tax authorities. Management has not identified any uncertain tax positions that require disclosure in the accompanying financial statements.

*Use of Estimates*

The preparation of financial statements in conformity with US generally accepted accounting principles requires management to make certain estimates and assumptions that affect the amounts of assets and liabilities and disclosure of contingent assets and liabilities at the end of the financial statements and the reported amounts of revenue and expenses during the reporting period.

*Fair Value of Financial Instrument*

The Company applies, when appropriate, the provisions of the Financial Accounting Standards Board ("FASB") issued Accounting Standards Updates ("ASU") 820, *Fair Value Measurement*, to its financial assets and liabilities and its nonfinancial assets and liabilities that are measured and/or disclosed at fair value on a recurring basis. Fair value for financial reporting purposes is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly market transaction between market participants at the measurement date (reporting date). Fair value is based on an exit price in the primary market or most advantageous market in which the reporting entity could transact.

The carrying amounts reported in the balance sheets for short-term financial instruments, including cash and cash equivalents, royalty fees receivable, franchise fees receivable, other receivables, other current assets, other payables, other taxes payable, other current liabilities, approximate fair value due to the short maturities of these instruments. The carrying amount reported in the balance sheets for long term debt primarily approximates fair value since the interest rate fluctuates with market changes in interest rates.

*Recently Issued Accounting Pronouncements*

On August 28, 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820)*: Disclosure Framework. This pronouncement eliminates and modifies fair value disclosure of requirement. Nonpublic entities do not need to disclose changes in unrealized gains and losses included in income for recurring Level 3 investments. And nonpublic entities are required to disclose purchases and issuances separately, transfer into or out of Level 3, and the reasons for those transfers, instead of a full rollforward of Level 3 instruments. For all entities, this pronouncement is effective for fiscal years beginning after December 15, 2019, including interim periods therein. Early adoption is available immediately for all entities. The Company is currently assessing the impact that the adoption will have on the Company's financial statements.

In August 2018, the FASB issued ASU 2018-15, *Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40)*: This pronouncement allows an entity to apply ASC 350-40 to determine which implementation costs related to a hosting arrangement that is a service contract should be capitalized. Implementation costs incurred in a hosting arrangement are fees incurred by the customer to get the hosted service implemented, set up and ready for use. The ASU requires an entity to expense the deferred implementation costs over the term of the hosting arrangement, which comprises the arrangement's noncancelable term and any reasonably certain renewal options. An entity would require to amortize capitalized implementation cost on a straight-line basis. For entities other than public business entities, this pronouncement is effective for fiscal years beginning after December 15, 2020, and interim periods within fiscal years beginning after December 15, 2021. Early adoption is available immediately for all entities. The Company is currently assessing the impact that the adoption will have on the Company's financial statements.

In November 2019, FASB issued ASU 2019-10, *Leases (Topic 842), codification improvements*. With this update, for lessors that are not manufacturers or dealers, fair value of the underlying asset is its cost less any volume or trade discounts if there is no significant amount of time between date of acquisition and lease commencement. Amendment also clarify that lessors in the scope of ASC 942 must classify principal payments received from sales-type and direct financing leases in investing activities in the statement of cash flows. For non-public entities, it is effective for fiscal years beginning after December 15, 2020, and interim periods within fiscal years beginning after December 15, 2021. Early adoption is permitted. The amendments are applied at the date that an entity first applied or applies ASC 842. The amendments have the same transition requirements as the new lease standard. The Company is currently assessing the impact that the adoption will have on the Company's financial statements.

## Note 3 - Concentration of Credit Risk

The standard insurance limit of Federal Deposit Insurance Corporation ("FDIC") is $250,000 per depositor, per insured bank, for each account ownership category. Financial instruments that potentially subject the Company to credit risk consist primarily of cash and cash equivalents. The Company maintains its cash accounts with high quality financial institutions, which, at times, may exceed federally insured coverage. As of December 31, 2019 and 2018, there was no excess of the FDIC insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

## Note 4 - Inventories

Inventories consist of the following:

| | December 31, 2019 | December 31, 2018 |
|---|---|---|
| Raw fish | $ 2,150 | $ 4,113 |
| Others | 1,273 | 1,762 |
| | $ 3,423 | $ 5,875 |

## Note 5 - Property and Equipment

Property and equipment consist of the following:

| | December 31, 2019 | December 31, 2018 |
|---|---|---|
| Equipment | $ 20,717 | $ 20,717 |
| Furniture and fixtures | 7,200 | 7,200 |
| Leasehold improvements | 61,947 | 61,947 |
| Total cost | 89,864 | 89,864 |
| Less accumulated depreciation | (42,468) | (36,370) |
| Total property and equipment, net | $ 47,396 | $ 53,494 |

Depreciation expense is approximately $6,000 and $9,000 for the years ended December 31, 2019 and 2018, respectively.

## Note 6 - Long-Term Loans

Long-term loans consist of the following:

| | December 31, 2019 | December 31, 2018 |
|---|---|---|
| ES Poke Bar | $ 59,023 | $ - |
| Glendale Poke Bar | 97,378 | 97,378 |
| Horn Food | 30,000 | - |
| NS Poke Bar | 44,961 | 44,961 |
| Phoenix Poke Bar | 45,635 | 45,635 |
| Poke Bar Ventura | 45,720 | - |
| Others | 62,957 | 242,637 |
| | $ 385,674 | $ 430,611 |

**Note 7 - Loan to Shareholders**

The balance outstanding as of December 31, 2019, is $340,967. The loan matures in July 31, 2027 and accrue no interest.

**Note 8 - Deferred Franchise Fees**

The details of deferred franchise fees are as follows:

| | December 31, 2019 | December 31, 2018 |
|---|---|---|
| Deferred franchise fees | $ 551,219 | $ 490,413 |
| Less current portion of deferred franchise fees | (75,314) | (56,778) |
| Deferred franchise fees, less current portion | $ 475,905 | $ 433,635 |

**Note 9 - Long-Term Debts**

The details of long-term debts are as follows:

| | December 31, 2019 | December 31, 2018 |
|---|---|---|
| Notes payable to Bank of Hope, principal maturity is April 9, 2025, monthly payment of principal in the amount of approximately $4,000 and interest at Wall Street Journal Prime Rate plus 2.25% (7.0% at December 31, 2019) due monthly. | $ 201,487 | $ 230,983 |
| Less current portion | (32,258) | (29,423) |
| Less debt issuance costs | (3,453) | (3,869) |
| Long-term debts, less current portion and debt issuance costs | $ 165,776 | $ 197,691 |

Following is a schedule of principal maturities of long-term debts for each of the next five years and in aggregate thereafter:

| | |
|---|---|
| 2020 (Current portion) | $ 32,258 |
| 2021 | 34,637 |
| 2022 | 37,141 |
| 2023 | 39,826 |
| 2024 | 42,705 |
| Thereafter | 14,920 |
| | $ 201,487 |

### Note 10 - Related-Party Transactions

In limited circumstances, the stockholders of the Company owned, or partially owned, and operated individual locations and/or affiliated entities. As such, details of any revenues, deferred assets, or others from entities directly or indirectly controlled by the stockholders of the Company are as follows:

| | 2019 | 2018 |
|---|---|---|
| Royalty fees | $ 102,862 | $ 184,635 |
| Franchise fees | 4,500 | 4,500 |
| Wholesales | - | 36,140 |
| Royalty fees receivable | 6,165 | 45,834 |
| Deferred franchise fees | 30,958 | 35,458 |
| Other receivables | - | 26,000 |
| Long-term loans | 235,744 | 430,611 |

### Note 11 - Operating Leases

The Company leases offices and office equipment under noncancelable operating lease agreements. Lease expense for the years ended December 31, 2019 and 2018, under operating leases was approximately $83,000 and $83,000, respectively. Minimum future lease payments required under noncancelable operating lease agreements are as follows:

| | |
|---|---|
| 2020 (Current portion) | $ 25,944 |
| 2021 | 25,944 |
| 2022 | 25,442 |
| 2023 | 22,932 |
| 2024 | 22,932 |

### Note 12 - Commitments and Contingencies

Other than the operating leases described in Note 11, The Company is subject to various legal proceedings and claims that arise in the ordinary course of business. Although the outcome of these matters cannot be predicted with certainty and some of these matters may be resolved unfavorably to the Company, based on currently available information, including legal defenses available to the Company, management does not believe that the outcome of these legal matters will have a material adverse effect on the financial position or results of operations of the Company.

**Note 13 - Subsequent Events**

The Company has evaluated subsequent events from the balance sheet date through March 27, 2020, the date at which the financial statements were available to be issued and has determined.

In the beginning of 2020, the unprecedented CORONA-19 pandemic has significantly affected the operations of all franchised outlets. Federal, state, and city-wide mandates in the USA have temporarily curtailed full operational status for many franchised outlets. Management has been working closely with our supply chain and other third parties to properly adjust to these temporary unprecedented events. We expect a full recovery and will continue to closely monitor the developments. However, the impact of the overall difficult economic situation mentioned above on our financial position cannot be measured at this time and our financial statements do not reflect the impact.

* * * * * * *

Ko & Yun LLP
AUDIT • TAX • ADVISORY

# JB BROTHERS, INC.

Financial Statements

December 31, 2018

With Independent Auditors' Report

**JB BROTHERS, INC.**

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# Independent Auditors' Report

To the Stockholder of
JB BROTHERS, INC.:

We have audited the accompanying financial statements of JB BROTHERS, INC. (the "Company"), which comprise the balance sheet as of December 31, 2018, the related statements of operations, changes in stockholder's equity, 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 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 the Company as of December 31, 2018, and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Ko + Yun LLP

Auburn, Alabama
March 22, 2019

**JB BROTHERS, INC.**
Balance Sheet
December 31, 2018

| | | |
|---|---|---|
| **Assets** | | |
| CURRENT ASSETS: | | |
| Cash and cash equivalents | $ | 43,892 |
| Royalty fees receivable | | 109,514 |
| Franchise fees receivable | | 94,000 |
| Other receivables | | 40,038 |
| Inventory | | 5,875 |
| Other current assets | | 2,800 |
| Total current assets | | 296,119 |
| PROPERTY AND EQUIPMENT, net | | 53,494 |
| LONG-TERM LOANS | | 430,611 |
| OTHER ASSET | | 10,533 |
| Total assets | $ | 790,757 |
| **Liabilities and Stockholder's Equity** | | |
| CURRENT LIABILITIES: | | |
| Other payables | $ | 26,766 |
| Other taxes payable | | 28,942 |
| Current portion of long-term debts | | 29,423 |
| Current portion of deferred franchise fees | | 56,778 |
| Other current liabilities | | 2,430 |
| Total current liabilities | | 144,339 |
| LONG-TERM DEBTS, net of current portion | | 197,691 |
| DEFERRED FRANCHISE FEES, net of current portion | | 433,635 |
| Total liabilities | | 775,665 |
| COMMITMENTS AND CONTINGENCIES | | |
| STOCKHOLDER'S EQUITY: | | |
| Common stock, $10 par value. Authorized, 100,000 shares; issued and outstanding, 6,754 shares | | 67,540 |
| Accumulated deficits | | (52,448) |
| Total stockholder's equity | | 15,092 |
| Total liabilities and stockholder's equity | $ | 790,757 |

See the accompanying notes to financial statements.

**JB BROTHERS, INC.**
Statement of Operations
Year Ended December 31, 2018

| | | |
|---|---|---|
| REVENUES: | | |
| Franchise fees | $ | 54,078 |
| Sales by Company-operated restaurants | | 539,900 |
| Royalty fees | | 568,979 |
| Wholesales | | 36,140 |
| Total revenues | | 1,199,097 |
| COMPANY-OPERATED RESTAURANT EXPENSE | | (227,249) |
| GENERAL AND ADMINISTRATIVE EXPENSES | | (813,762) |
| Total operating costs and expenses | | (1,041,011) |
| INCOME FROM OPERATIONS | | 158,086 |
| OTHER INCOME (EXPENSE): | | |
| Interest expense | | (14,585) |
| Other income, net | | 137,944 |
| Net other income | | 123,359 |
| NET INCOME | $ | 281,445 |

See the accompanying notes to financial statements.

**JB BROTHERS, INC.**
Statement of Changes in Stockholder's Equity
Year ended December 31, 2018

| | Common Stock | | Retained Earnings (Accumulated Deficits) | Total Stockholder's Equity |
|---|---|---|---|---|
| | Shares | Amount | | |
| BALANCE AT JANUARY 1, 2018 | 6,754 | $ 67,540 | $ 695,307 | $ 762,847 |
| Distribution | - | - | (1,029,200) | (1,029,200) |
| Net income | - | - | 281,445 | 281,445 |
| BALANCE AT DECEMBER 31, 2018 | 6,754 | $ 67,540 | $ (52,448) | $ 15,092 |

See the accompanying notes to financial statements.

**JB BROTHERS, INC.**
Statement of Cash Flows
Year ended December 31, 2018

| | |
|---|---|
| CASH FLOWS FROM OPERATING ACTIVITIES: | |
| Net income | $ 281,445 |
| Adjustments to reconcile net income to net cash used in operating activities: | |
| Depreciation and amortization | 9,302 |
| Amortization of loan issuance cost | 283 |
| Gain on disposal of fixed asset | (113,225) |
| Changes in operating assets and liabilities: | |
| Royalty fees receivable | (115,368) |
| Franchise fees receivable | 14,000 |
| Other receivables | (40,038) |
| Inventory | 867 |
| Other current assets | (2,800) |
| Long-term loans | (304,760) |
| Other asset | (3,560) |
| Other payables | (15,867) |
| Other taxes payable | (6,879) |
| Current portion of deferred franchise fees | 23,528 |
| Other current liabilities | (12,992) |
| Deferred franchise fees | 168,031 |
| Net cash used in operating activities | (118,033) |
| CASH FLOWS FROM INVESTING ACTIVITIES: | |
| Sales of property and equipment | 110,000 |
| Net cash provided in investing activities | 110,000 |
| CASH FLOWS FROM FINANCING ACTIVITIES: | |
| Proceed from long-term debt | 245,849 |
| Repayment of long -term debt | (19,018) |
| Distribution | (270,308) |
| Net cash used in financing activities | (43,477) |
| NET DECREASE IN CASH AND CASH EQUIVALENTS | (51,510) |
| CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR | 95,402 |
| CASH AND CASH EQUIVALENTS AT END OF YEAR | $ 43,892 |
| SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION: | |
| Cash paid during the year for interest | $ 10,403 |

See the accompanying notes to financial statements.

## Note 1 - Formation and Nature of Business

*Organization*

JB Brothers, Inc. (the "Company") was incorporated, under the laws of the State of California, on January 6, 2015. The Company is 50% owned by Seung Nam Park and 50% owned by Jeong Hi Ju. The Company files a Franchise Disclosure Document with the Federal Trade Commission and various states for the continuing right to grant franchises to third parties to operate limited service restaurants under the "Poke Bar Dice & Mix ("Poke Bar")" trade name. The franchise agreements typically have a term of 10 years with an option to renew for an additional term.

*Nature of Business*

The Company's primary business purpose, among other things, is to franchise and operate Poke Bar brand restaurants throughout the United States of America ("US") and in certain international markets. The company currently operates in the fast-casual restaurant business through Company-operated and franchised Poke Bar restaurants that feature poke, a raw fish salad based on Hawaiian cuisine. Raw fish such as tuna, salmon, albacore, shrimp, octopus, and scallop are complemented with seaweed, onions, kale, and other items to create a healthy option for customers.

There is currently a total of 76 Poke Bar restaurants located in twelve states and in two other countries.

## Note 2 - Summary of Significant Accounting Policies

*Cash and Cash Equivalents*

The Company considers all money market funds and highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

*Property and Equipment*

Property and equipment are stated at cost. The straight-line method is to be used to calculate depreciation over their estimated useful lives ranging as follows:

| | |
|---|---|
| Equipment | 5 years |
| Furniture and fixtures | 7 years |
| Leasehold improvement | 15 years |

The Company capitalizes interest cost incurred on funds to construct property and equipment. The capitalized interest is recorded as part of the asset to which it relates and is amortized over the asset's estimated useful life. Capital expenditures which enhance the value or materially extend the useful life of the related assets are reflected as additions to property and equipment.

*Long-Lived Assets*

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the assets to the future net cash flows expected to be generated by the asset. If such assets are considered impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less selling expenses. No impairment loss was recognized for the year ended December 31, 2018.

*Revenue Recognition*

The Company sells individual franchises as well as territory agreements in the form of area development agreements and/or master territory agreements (collectively "Franchise Agreement") that grant the right to develop restaurants in designated areas. Franchise agreements typically require the franchisee to pay a nonrefundable fee and continuing royalty fees based upon a percentage of sales. When the Company enters into a franchise agreement, it agrees to provide certain services to the franchisee. Generally, these services including reserving the territory development area, assistance in site selection, training personnel and design of an initial quality control program. Furthermore, the Company's revenue includes sales by Company-operated restaurants and limited wholesale operations to franchisees.

Initial franchise fees are recognized during the franchise period granted by the franchise arrangement, which are binding for ten years from the date of establishment of franchisee's place of business. Revenue of franchise fees are recognized over ten years for each franchisee and it is prorated based on the date of establishment of each franchisee. Unrecognized revenue of franchise fees is recorded as deferred franchise fees.

Royalty fees are recognized as income on a monthly basis for each franchisee. Franchisees are typically required to pay the Company a monthly royalty fee of 6% of total monthly gross sales. Royalty fees income is approximately $569,000 during the year ended December 31, 2018.

Sales by Company-operated restaurants includes the sales of food items to the customer at Company-operated restaurants. Wholesales revenues include the sale of sauces and other Poke Bar branded items by the Company to franchisees. As of December 31, 2018, the Company has ceased its wholesale activities.

*Advertising Cost*

Advertising costs are expensed as incurred. Advertising costs amounted approximately $14,000 for the year ended December 31, 2018.

*Income Taxes*

The Company is classified as a S-corporation for federal and state income purposes. As a result, the Company generally does not incur US income taxes. Instead, its earnings and losses flow up to its stockholders. Consequently, the Company's income or loss is presented without a provision or benefit for federal and state income taxes.

The Company is subject to state franchise taxes in certain states, which are based on either income or equity of the Company. Franchise tax expense is recorded in selling, general and administrative expenses. The Company is also subject to withholding taxes in certain international jurisdictions.

Management of the Company considers the likelihood of changes by taxing authorities in its income tax returns and discloses potential significant changes that management believes are more likely than not to occur upon examination by tax authorities. Management has not identified any uncertain tax positions that require disclosure in the accompanying financial statements.

*Use of Estimates*

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make certain estimates and assumptions that affect the amounts of assets and liabilities and disclosure of contingent assets and liabilities at the end of the financial statements and the reported amounts of revenue and expenses during the reporting period.

*Fair Value of Financial Instrument*

The Company applies, when appropriate, the provisions of the Financial Accounting Standards Board ("FASB") issued Accounting Standards Codification ("ASC") 820, *Fair Value Measurement*, to its financial assets and liabilities and its nonfinancial assets and liabilities that are measured and/or disclosed at fair value on a recurring basis. Fair value for financial reporting purposes is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly market transaction between market participants at the measurement date (reporting date). Fair value is based on an exit price in the primary market or most advantageous market in which the reporting entity could transact.

The carrying amounts reported in the balance sheets for short-term financial instruments, including cash and cash equivalents, royalty fees receivable, franchise fees receivable, other receivables, other current assets, other payables, other taxes payable, other current liabilities, approximate fair value due to the short maturities of these instruments. The carrying amount reported in the balance sheets for long term debt primarily approximates fair value since the interest rate fluctuates with market changes in interest rates.

*Recently Issued Accounting Pronouncements*

In February 2018, the FASB issued Accounting Standards Update ("ASU") 2018-02, *Income Statement (Topic 220) - Reporting Comprehensive Income*: This pronouncement allows to reclassify from accumulated other comprehensive income to retained earnings for stranded tax effects resulting from the Tax Cuts and Jobs Act. The amendments eliminate the stranded tax effects resulting from the Tax Cuts and Jobs Act and will improve the usefulness of information reported to financial statement users. However, because the amendments only relate to the reclassification of the income tax effects of the Tax Cuts and Jobs Act, the underlying guidance that requires that the effect of a change in tax laws or rates be included in income from continuing operations is not affected. All entities should apply the pronouncement to annual periods beginning after December 15, 2018 and within those fiscal years.

In August 28, 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820)*: Disclosure Framework. This pronouncement eliminates and modifies fair value disclosure of requirement. Nonpublic entities do not need to disclose changes in unrealized gains and losses included in income for recurring Level 3 investments. And nonpublic entities are required to disclose purchases and issuances separately, transfer into or out of Level 3, and the reasons for those transfers, instead of a full rollforward of Level 3 instruments. For all entities, this pronouncement is effective for fiscal years beginning after December 15, 2019, including interim periods therein. Early adoption is available immediately for all entities. The Company is currently assessing the impact that the adoption will have on the Company's financial statements.

In August 2018, the FASB issued ASU 2018-15, *Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40)*: This pronouncement allows an entity to apply ASC 350-40 to determine which implementation costs related to a hosting arrangement that is a service contract should be capitalized. Implementation costs incurred in a hosting arrangement are fees incurred by the customer to get the hosted service implemented, set up and ready for use. The ASU requires an entity to expense the deferred implementation costs over the term of the hosting arrangement, which comprises the arrangement's noncancelable term and any reasonably certain renewal options. An entity would require to amortize capitalized implementation cost on a straight-line basis. For entities other than public business entities, this pronouncement is effective for fiscal years beginning after December 15, 2020, and interim periods within fiscal years beginning after December 15, 2021. Early adoption is available immediately for all entities. The Company is currently assessing the impact that the adoption will have on the Company's financial statements.

In November 2016, the FASB issued new guidance related to the classifications and presentation of changes in restricted cash in the statement of cash flows. This guidance addresses diversity in practice that exists in the classification and presentation of changes in restricted cash and requires that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. The new guidance is effective for non-public entities in fiscal year 2019, with early adoption permitted. The Company is currently assessing the impact that the adoption will have on the Company's financial statements.

**Note 3 - Concentration of Credit Risk**

The standard insurance limit of Federal Deposit Insurance Corporation ("FDIC") is $250,000 per depositor, per insured bank, for each account ownership category. Financial instruments that potentially subject the Company to credit risk consist primarily of cash and cash equivalents. The Company maintains its cash accounts with high quality financial institutions, which, at times, may exceed federally insured coverage. At December 31, 2018, there was no excess of the FDIC insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

**Note 4 - Inventories**

Inventories at December 31, 2018 are summarized as follows:

| | | |
|---|---|---|
| Raw fish | $ | 4,113 |
| Others | | 1,762 |
| Total | $ | 5,875 |

**Note 5 - Property and Equipment**

Property and equipment as of December 31, 2018, consists of the following major classifications:

| | | |
|---|---|---|
| Equipment | $ | 20,717 |
| Furniture and fixtures | | 7,200 |
| Leasehold improvements | | 61,947 |
| Total cost | | 89,864 |
| Less accumulated depreciation and amortization | | (36,370) |
| Total property and equipment, net | $ | 53,494 |

Depreciation and amortization expense is approximately $9,000 for the year ended December 31, 2018. The company sold a local store located at 419 Church St, Decatur, GA 30030 with the total gain of approximately $113,000 for the year ended December 31, 2018.

## Note 6 - Long-Term Loans

The Company has the following long-term loans as of December 31, 2018:

| | | |
|---|---|---|
| AZ Poke Bar | $ | 51,379 |
| Glendale Poke Bar | | 97,378 |
| Houston Poke Bar | | 191,258 |
| NS Poke Bar | | 44,961 |
| Phoenix Poke Bar | | 45,635 |
| | $ | 430,611 |

## Note 7 - Deferred Franchise Fees

The details of deferred franchise fees as of December 31, 2018 are as follows:

| | | |
|---|---|---|
| Deferred franchise fees | $ | 490,413 |
| Less current portion of deferred franchise fees | | (56,778) |
| Deferred franchise fees, less current portion | $ | 433,635 |

## Note 8 - Long-Term Debts

At December 31, 2018, long-term debts consist of the following:

| | | |
|---|---|---|
| Note payable to Bank of hope, principal maturity is February 2025, monthly payment of principal in the amount of approximately $4,000 and interest at Wall Street Journal Prime Rate plus 2.25% (7.5% at December 31, 2018) due monthly. | $ | 230,983 |
| Less current portion | | (29,423) |
| Less debt issuance costs | | (3,869) |
| Long-term debts, less current portion and debt issuance costs | $ | 197,691 |

Following is a schedule of principal maturities of long-term debts for each of the next five years and in aggregate thereafter:

| | | |
|---|---|---|
| 2019 (Current portion) | $ | 29,423 |
| 2020 | | 31,765 |
| 2021 | | 34,316 |
| 2022 | | 37,072 |
| 2023 | | 40,049 |
| Thereafter | | 58,358 |
| Total | $ | 230,983 |

These long-term debts contain certain financial covenants. As of December 31, 2018, the Company believes that they are in compliance with these covenants.

**Note 9 - Related-Party Transactions**

In limited circumstances, the stockholders of the Company owned, or partially owned, and operated individual locations and/or affiliated entities. As such, details of any revenues, deferred assets, or others from entities directly or indirectly controlled by the stockholders of the Company are as follows:

| | |
|---|---|
| Royalty fees | $ 184,635 |
| Franchise fees | 4,500 |
| Wholesales | 36,140 |
| Royalty fees receivable | 45,834 |
| Deferred franchise fees | 35,458 |
| Other receivables | 26,000 |
| Long-term loans | 430,611 |

**Note 10 - Operating Leases**

The Company leases offices and office equipment under noncancelable operating lease agreements. Lease expense for the year ended December 31, 2018, under operating leases was approximately $83,000. Minimum future lease payments required under noncancelable operating lease agreements are as follows:

| | |
|---|---|
| 2019 | $ 76,502 |
| 2020 | 79,092 |
| 2021 | 80,501 |
| 2022 | 82,260 |
| 2023 | 84,073 |

**Note 11 - Commitments and Contingencies**

Other than the operating leases described in Note 10, The Company is subject to various legal proceedings and claims that arise in the ordinary course of business. Although the outcome of these matters cannot be predicted with certainty and some of these matters may be resolved unfavorably to the Company, based on currently available information, including legal defenses available to the Company, management does not believe that the outcome of these legal matters will have a material adverse effect on the financial position or results of operations of the Company.

**Note 12 - Subsequent Events**

The Company discloses material events that occur after the balance sheet date but before financial statements are issued. In general, these events are recognized in the financial statements if the condition existed at the date of the balance sheet but are not recognized if the condition did not exist at the balance sheet date. The Company discloses non-recognized events if required to keep the financial statements from being misleading. Management evaluated events occurring subsequent to December 31, 2018 through March 22, 2019, the date these financial statements were available for issuance and determined that no subsequent event disclosures were required.

* * * * * * *

# FRANCHISEE DISCLOSURE QUESTIONNAIRE

## Exhibit G to the Disclosure Document

**Exhibit G to Disclosure Document**

**FRANCHISEE DISCLOSURE QUESTIONAIRRE**

As you know, JB BROTHERS, INC. and you are preparing to enter into a Franchise Agreement for the operation of a franchised restaurant. In this Franchise Disclosure Questionnaire, JB BROTHERS, INC. will be referred to as “we” or “us.” The purpose of this Questionnaire is to determine whether any statement or promises were made to you that we did not authorize and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed JB BROTHER’S, INC. Franchise Agreement and each exhibit, addendum and schedule attached to it?

Yes_____ No _____

2. Did you understand all of the information contained in the Franchise Agreement and each exhibit and schedule attached to it?

Yes_____ No _____

If “No,” what parts of the Franchise Agreement do you not understand? (Attach additional pages, if necessary.)

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

3. Have you received and personally reviewed our Disclosure document we provided to you?

Yes_____ No _____

4. Do you understand all of the information contained in this Disclosure Document?

Yes_____ No _____

If “No,” what parts of the Disclosure Document do you not understand? (Attach additional pages, if necessary.)

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

5. Have you discussed the benefits and risks of operating the franchised restaurant with an attorney, accountant or other professional advisor and do you understand those risks?

Yes_____ No _____

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

Yes_____ No _____

7. Has any employee or other person speaking on our behalf made any statement or promises concerning the revenues, profits or operating costs of the franchised restaurant that we or our franchisees operate?

Yes_____ No _____

8. Has any employee or other person speaking on our behalf made any statement or promise concerning a franchised restaurant that is contrary to, or different from, the information contained in the Disclosure Document?

Yes_____ No _____

9. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a franchised restaurant?

Yes_____ No _____

10. Has any employee of other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document?

Yes_____ No _____

11. If you have answered "Yes" to any of the questions 7 through 10, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of these questions, please leave the following lines blank.

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

12. Do you understand that in all dealings with you, our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and these dealings are solely between you and us?

Yes_____ No _____

You understand that you answers are important to us and that we will rely on them.

By signing this Franchisee Disclosure Questionnaire, you are representing that you have responding truthfully to the above questions.

______________________________
Name of Franchisee/Applicant

Date:____________________, 20____

______________________________
Signature

______________________________
Name and Title of Person Signing

Addenda to Exhibit G

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.

# MULTI STATE ADDENDUM

## Exhibit H to the Disclosure Document

**Exhibit H to Disclosure Document**

## ADDENDUM TO THE JB BROTHERS'S INC

## UNIFORM FRANCHISE DISCLOSURE DOCUMENT

For the State of California.

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

2. Section 31125 of the California Corporations Code require us to give you a Disclosure Document in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

You must sign a general release if you renew or transfer your franchise. Section 31512 of the Franchise Investment Law (FIL) and 20010 of the California Franchise Relations Act (CFRA) provide that any condition, stipulation or provision purporting to bind you to waive compliance with any provision of these laws is void. Therefore, any release of claims that you must sign as a condition of renewal or transfer may not apply to claims arising under the FIL or the CFRA.

Neither the franchisor or any person in Item 2 of the franchise disclosure document (FDD) is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934 (15 USC §§78a-78pp), suspending or expelling such persons from membership in that association or exchange.

3. ITEM 17 of the Disclosure Document is amended to add the following:

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

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 USCA §101 et seq.).

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

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

The following URL addresses are for the franchisor's websites:

www.ilovepokebar.com

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT WWW.DBO.CA.GOV.

**EXHIBIT H TO DISCLOSURE DOCUMENT**

**ADDENDEM TO JB BROTHERS, INC UNIFORM FRANCHISE DISCLOSURE DOCUMENT**

For the State of Hawaii.

**THESE FRANCHISES WILL BE FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

**THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, AND THIS ADDENDUM, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.**

**THIS ADDENDUM AND THE DISCLOSURE DOCUMENT CONTAIN A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.**

The name and address of Franchisor’s registered agent in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

**Exhibit H to Disclosure Document**

**Addendum to JB BROTHERS, INC. UNIFORM FRANCHISE DISCLOSURE DOCUMENT**

For the State of Maryland.

ITEM 17 is amended to add the following:

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law.

Any provisions requiring you to sign a general release of claims against us, including upon renewal, transfer or any amendment of the Franchise Agreement, does not release any claim you may have under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

All representations requiring prospective franchisees to assent ot 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.

We agree that upon a determination by the Maryland Commissioner that the collection of the initial franchise fee will be deferred until we have fulfilled our initial pre-opening obligations and you are open for business.

Exhibit H to Disclosure Document

Addendum to JB BROTHERS, INC. UNIFORM FRANCHISE DISCLOSURE DOCUMENT

For the State of North Carolina.

1. We are not required to obtain a surety bond under G.S. 66-96. We have not made any guarantees to you regarding your franchised business or any such statement referenced in G.S 66-94(3).

2. If the seller (we) fails to deliver the product(s), equipment or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in the contract, you may notify the seller in writing and demand that the contract be cancelled.

Exhibit H to Disclosure Document

Addendum to JB BROTHERS, INC. UNIFORM FRANCHISE DISCLOSURE DOCUMENT

For the State of New York.

1. The following information is added to the cover page of the Franchise Disclosure Document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party 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. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party 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.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee"**:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor"**:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum"**, and Item 17(w), titled "**Choice of law"**:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

**Exhibit H to Disclosure Document**

**Addendum to JB BROTHERS, INC. UNIFORM FRANCHISE DISCLOSURE DOCUMENT**

For the State of Virginia.

ITEM 17 is amended to add the following:

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 does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

**Exhibit H to Disclosure Document**

**Addendum to JB BROTHERS, INC. UNIFORM FRANCHISE DISCLOSURE DOCUMENT**

For the State of Washington.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this ________________ day of __________________________________ 20______.

| | |
|---|---|
| ___________________________________ | ___________________________________ |
| FRANCHISOR | FRANCHISEE |

# RECEIPT

# Exhibit I to the Disclosure Document

## Receipt

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 JB BROTHERS, INC. ("we") offers you a franchise, JB BROTHERS, INC. must provide this Disclosure Document to you fourteen (14) calendar-days before you sign a binding agreement with, or make 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 and Oregon, 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 JB BROTHERS, INC. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the State Agency listed in Exhibit A. JB BROTHERS, INC. authorizes the respective state agencies identified in Exhibit B to receive service of process for it in the particular state.

The franchisor is JB BROTHERS, INC., located at 3470 Wilshire Boulevard, Suite 1115, Los Angeles, California, 90010. Its telephone number is 310-657-4294.

Issuance Date: April 16, 2021

I have received a Disclosure Document dated April 16, 2021 that included the following Exhibits:

A. LIST OF STATE ADMINISTRATORS
B. LIST OF STATE AGENTS FOR SERVICE OF PROCESS
C. FRANCHISE AGREEMENT
D. TABLE OF CONTENTS OF CONFIDENTIAL OPERATIONS MANUAL
E. LIST OF CURRENT AND /OR TERMINATED FRANCHISEES
F. FINANCIAL STATEMENTS
G. FRANCHISEE DISCLOSURE QUESTIONNAIRE
H. MULTI-STATE ADDENDA
I. RECEIPTS

Date of Receipt

Signature of Prospective Franchisee

Print Name

You may return the signed receipt by signing, dating, and mailing it to Poké Bar, 3470 Wilshire Boulevard, Suite 1115, Los Angeles, California 90010.

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