FRANCHISE DISCLOSURE DOCUMENT

BEYOND FRANCHISE GROUP, LLC
a Delaware limited liability company
220 Technology Drive, Suite 120
Irvine, CA 92618
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franchise.info@Pokéworks.com
www.Pokéworks.com

We offer franchises to operate a fast casual restaurant selling Hawaiian poké made using high-quality, sustainably sourced fish, related menu items, sushi dishes, and other items. We also offer Multiple Unit Development Agreements for franchising multiple restaurants in a defined market.

The total investment necessary to begin operation of a Pokéworks franchised restaurant ranges between $259,000 to $658,500. This includes $35,000 that must be paid to the franchisor or its affiliates. If you enter into a Multiple Unit Development Agreement, you must commit to develop at least three (3) restaurants for which the total investment necessary ranges between $762,000 to $1,960,500. This includes $90,000 that must be paid to the franchisor or its affiliates. The initial fee for each additional restaurant you commit to develop is $25,000.

The disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully. You must receive this disclosure document at least 14 days before you sign a binding agreement or make any payment in connection with the 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 our home office at 220 Technology Dr. #120, Irvine, California 92618, (949) 398-7339.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. Information comparing franchisors is available. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," is available from the FTC. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or your public library for sources of information.

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

Issuance Date: February 25, 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 F.
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 A 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 Pokéworks 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 Pokéworks franchisee?	Item 20 or Exhibits F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	Those 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 D.

Your state may also 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 and Multiple Unit Development Agreement requires you to resolve disputes with us by arbitration only in Los Angeles, California. Out-of-state arbitration may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate with us in Los Angeles, California than in your own state.

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

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

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

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

To simplify the language in this Franchise Disclosure Document, "**we**" or "**us**" means Beyond Franchise Group LLC, the franchisor. "**You**" means the person, corporation, partnership or other entity that buys the franchise, the franchisee. If a corporation, limited liability company, partnership or other entity is the franchisee, "you" includes the franchisee's owners.

The Franchisor, Its Predecessors, and Affiliates

Beyond Franchise Group LLC was formed as a California limited liability company on March 25, 2016 to operate a franchising business in the United States under the name "Pokéworks." On May 17, 2018, we converted to a Delaware limited liability company. We are not engaged in any other type of business activity; notably, we do not operate a business of the type being franchised. Our principal business address was formerly at 315 Cloverleaf Drive, Suite F, Baldwin Park, California 91706. On May 21, 2018, we designated our principal business address as 220 Technology Drive, Suite 120, Irvine, California 92618. Our agents for service of process are disclosed in **Exhibit D**. We began offering Pokéworks franchises in non-registration states in June 2016.

We do not have any predecessors, but we do have a parent, Beyond Restaurant Group LLC ("**Beyond Restaurant**" or "**BRG**"), which was formed as a California limited liability company on December 17, 2014 to own the Marks used in connection with Pokéworks Restaurants. BRG converted to a Delaware limited liability company on May 17, 2018. Beyond Restaurant is not engaged in any other type of business activity and has not offered franchises in this or any other line of business. Its principal place of business was 315 Cloverleaf Drive, Suite F, Baldwin Park, California 91706 until May 21, 2018, when it designated 220 Technology Drive, Suite 120, Irvine, California 92618 as its principal place of business.

We also have the following affiliates ("**Affiliates**"): Beyond Restaurant Group CA, LLC ("**BRG CA**"), Beyond Restaurant Group Irvine, LLC ("**BRG Irvine**"), Beyond Restaurant Group Riverview, LLC ("**BRG Riverview**"), Poké Fresh NY, LLC ("**Poké Fresh NY**"); Pokéworks NY2 LLC ("**Poké NY2**"); Pokéworks NY3 LLC ("**Poké NY3**"); Pokéworks Seattle, LLC ("**Poké Seattle**"); Beyond Restaurant Group WA, LLC ("**BRG WA**"); and Pokéworks Restaurant BC Limited, a British Columbia corporation ("**Poké Vancouver**"). None of the Affiliates has engaged in any other type of business activity and has not offered franchises in this or any other line of business. Our Affiliates, Pokéworks Chicago, LLC, formed in June 2016, and Pokéworks Chicago 2, LLC, formed in August 2017, each operated a Pokéworks restaurant in Chicago, Illinois that closed in 2019. Our Affiliate Beyond Restaurant Group Cupertino, LLC, formed in June 2016, operated a Pokéworks restaurant in Cupertino, CA that closed in 2019.

BRG CA is a California limited liability company that was formed on September 30, 2015 to operate a company-owned Pokéworks Restaurant in Mountain View, California. Its principal business address is 220 Technology Drive #120, Irvine, California 92618.

BRG Irvine is a California limited liability company that was formed on February 23, 2016 to operate a company-owned Pokéworks Restaurant in Irvine, California. Its principal business address is 220 Technology Drive #120, Irvine, California 92618.

BRG Riverview is a California limited liability company that was formed on February 24. 2016 to operate a company-owned Pokéworks Restaurant in San Jose, California. Its principal business address is 55 River Oaks Place, Suite 30, San Jose, California 95134.

Poké Fresh NY is a New York limited liability company that was formed on August 6, 2015 to operate a company-owned Pokéworks Restaurant in New York, New York. Its principal business address is 4140 Union Street, #10V, Flushing, New York 11355.

Pokéworks NY 2 is a New York limited liability company that was formed on May 2, 2016 to operate a company-owned Pokéworks Restaurant in New York, New York. Its principal business address is 1967 Wehrle Drive, Suite #086, Buffalo, NY 14221.

Pokéworks NY 3 is a New York limited liability company that was formed on July 1, 2016 to operate a company-owned Pokéworks Restaurant in New York, New York. Its principal business address is 1967 Wehrle Drive, Suite #086, Buffalo, NY 14221.

Poké Seattle is a Washington limited liability company that was formed on June 17, 2016 to operate a company-owned Pokéworks Restaurant in Seattle, Washington. Its principal business address is 300 110th Avenue NE, Apt. 414, Bellevue, Washington 98004-8347.

BRG WA is a Washington limited liability company that was formed on September 30, 2015 to operate a company-owned Pokéworks Restaurant in Bellevue, Washington. Its principal business address is 2117 15th Avenue S #A, Seattle, Washington 98144.

Poké Vancouver is a British Columbia corporation that was formed on January 10, 2017 to operate a company-owned Pokéworks Restaurant in Vancouver, British Columbia. Its principal business address is 1020 W Cordova St., Vancouver British Columbia V6C 0E2.

We formed a wholly owned subsidiary, Beyond Franchise Group International, LLC, a Delaware limited liability company ("**BFGI**"), on May 10, 2018, act as the franchisor of the Pokéworks Brand outside the United States. BRG granted a full license of the System to BFGI for such purposes.

The Business

A Pokéworks restaurant ("**Pokéworks Restaurant**" or "**Franchised Restaurant**") is a retail fast casual restaurant selling Hawaiian poké made using high-quality, sustainably sourced fish from local waters and beyond, as well as a variety of related menu items, sushi dishes, beverages, and other items using the trademark POKÉWORKS®. A Pokéworks Restaurant serves its customers by operating under a uniform business format system consisting of high standards of service, the use of consistent quality products, all in accordance with the business format created and developed by Beyond Restaurant as the Pokéworks "**System**". We authorize you to use the POKÉWORKS trademark and to permit you to operate Pokéworks Restaurants

using the System. You may serve beer, wine and sake at your option if you obtain and maintain licensure to serve these beverages in your location.

We also offer to select qualified persons the opportunity to acquire the right to develop a minimum of three (3) Pokéworks Restaurants in a designated Multiple Unit Territory. If you are purchasing a Multiple Unit Territory, you must execute our Multiple Unit Development Agreement. For each Pokéworks Restaurants you develop under such Multiple Unit Development Agreement, you will be required to sign our then-current form of Franchise Agreement, which may materially differ from the Franchise Agreement included with this Franchise Disclosure Document, especially with respect to the current Initial Franchise Fee.

We reserve the right to grant Pokéworks franchises in certain non-traditional venues with limited access and hours of operation such as universities, hospitals, transportation terminals, stadiums and arenas, and highway rest stops ("**Limited Access Locations**"). Due to their unique nature, the franchisees of restaurants in these Limited Access Locations may not be required to participate in Local Advertising Cooperatives or marketing initiatives.

Market and Competition

Throughout the United States, the food service industry is highly competitive with constantly changing market conditions, and is characterized by an abundance of operators, including well financed and highly sophisticated national and regional chains. You will compete with other franchised and locally owned fast casual restaurants, fast food outlets and sushi-themed stores (including other poke-themed restaurants) operated by national and regional chains. Pokéworks Restaurants will compete with Asian-themed restaurants, fast food outlets and sushi-themed stores operated by national and regional chains and independent operators and, to some extent, with grocery and convenience stores that sell various prepared food products. Pokéworks Restaurants will compete with these competitors for market share, access to desirable locations, and food service personnel. Pokéworks Restaurants will offer Pokéworks Products (as defined in ITEM 16) primarily to individual consumers for on-site or off-site consumption. The market for sushi-themed restaurants is well-developed in some areas and developing in other areas, depending on the number of restaurants and stores operating in the particular area.

Regulations

Your Pokéworks Restaurant will be subject to various federal, state and local health, sanitation, and food handling laws that apply to restaurant operations.

If you decide to serve beer, wine and sake at your Pokéworks Restaurant, you will need to obtain an appropriate alcoholic beverage license. State and local laws, regulations and ordinances vary significantly in the procedures, difficulty and cost associated with obtaining a license to sell alcoholic beverages, the restrictions placed on the manner in which these beverages may be sold, and the potential liability imposed by dram shop laws involving injuries, directly and indirectly, related to the sale of alcoholic beverages and its consumption. You will need to understand and comply with those laws if you decide to serve those beverages. You should determine with counsel whether you are eligible for an alcoholic beverage license and whether alcoholic beverages can be served at the site you select for your Pokéworks Restaurant

before you commit to the franchise or the desired location. Your managers and servers may need to be trained and licensed to serve alcoholic beverages in some jurisdictions.

The United States Department of Agriculture and the Food and Drug Administration regulate the manufacture, labeling and distribution of food products. Many local or state jurisdictions require food service permits for those preparing, handling and serving food to the public. You and your employees may be required to pass a test or other certification process to obtain such a permit. There may also be local ordinances and regulations governing food storage, preparation and serving. Because Pokéworks Restaurants serve fresh fish as a core of the menu ingredients, there may be additional requirements for storage, handling, preparation and disposal of fresh fish.

The Food and Drug Administration also regulates menu labeling for restaurants that are part of a chain of 20 or more restaurants operating under the same name, regardless of ownership. As of the Issuance Date, the compliance date for these menu labeling requirements is May 7, 2018.

Your Pokéworks Restaurant will be subject to local food and health permits and inspection laws. Health laws are intended in part to reduce food borne illnesses and may cover such issues as: requiring employees to take a test and obtain a license as a food service worker, having accessible sinks, bathrooms for certain size establishments, inspections for cleanliness and compliance, equipment cleaning, storage and packaging, size of facilities, allowed foods, refrigeration, etc.

In addition, your business will be subject to various employment regulations concerning wage rates, mandated employee benefits, employment taxes, tip reporting, worker safety, unemployment compensation, workers' compensation, teenage labor practices, disabled employees and discrimination in employment practices. Environmental regulations will impact your restaurant operations, particularly in the area of sewer discharge. You will be subject to the Americans with Disabilities Act and its Accessibility Guidelines and corresponding local regulations (the "**ADA**") which prohibits practices that discriminate against physically and mentally challenged individuals regarding access to public accommodations and employment opportunities. You must report and pay various sales, excise, property, income, use, and inventory taxes. Additionally, you must obtain various licenses and permits at the federal, state and local levels in order to conduct business including, but not limited to, those related to food preparation. The laws in your state or municipality may be more or less stringent, but failure to comply with the above governmental regulations could have a material adverse impact on you and your business. You should examine these laws before purchasing a Pokéworks franchise.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer – Michael Wu

Michael Wu has been our Chief Executive Officer and a Managing Partner since our formation in March 2016. Michael has also been the Chief Executive Officer of our parent, Beyond Restaurant, since its formation in January 2015. He is also the Chief Executive Officer

of Guangyang Int'l Investment, Inc. of San Diego, California, a position which he has held since June 2004. He was the Chief Executive Officer of Little Sheep International Inc. of City of Industry, California, from July 2010 to June 2015.

President – Michael Chen

Michael Chen has been our Managing Partner since our formation in March 2016, and President since October 2019. Michael has also been a Managing Partner of our parent, Beyond Restaurant, since its formation in January 2015. He was the CEO of ImportLA, Inc. of Baldwin Park, California, from May 2005 to November 2015.

Head of Purchasing – Donald Giang

Donald Giang has been our Managing Partner heading the procurement department since our formation in January 2015. Donald has also been a Managing Partner of our parent company, Beyond Restaurant, since March 2016. He is also President of Tire Central Inc. of San Gabriel, California, a position he has held since 2004, and President of DJHC Company LLC of Los Angeles, California, a real estate investment company, since 2014.

Chief Financial Officer – Wen Wei

Wen Wei has been our Chief Financial Officer and a Managing Partner since our formation in March 2016. Wen has also been the Chief Financial Officer and a Managing Partner of our parent, Beyond Restaurant, since its formation in January 2015. He is also the Chief Financial Officer of Wei Group, LLC of San Ramon, California, a position which he has held since July 2014. He was the Chief Financial Officer of ImportLA, Inc. of Baldwin Park, California, from May 2005 to November 2015.

Managing Partner / Franchise – Jerry Wang

Jerry Wang has been a Managing Partner since our formation in March 2016. Jerry has also been a Managing Partner of our parent, Beyond Restaurant, since its formation in January 2015. Since 2010, Mr. Wang has been also a principal of Orbit Enterprises, LLC, of Salt Lake City, Utah, which is involved in real estate-related investments, since January 2009.

Chief Development Officer – Peter Yang

Peter Yang has been our Northeast Director of Operations and a Managing Partner since our formation in March 2016. Peter has been a Managing Partner of our parent, Beyond Restaurant, since its formation in January 2015. He is also a Managing Partner of Guangyang Int'l Investment, Inc. of San Diego, California, a position which he has held since June 2004. He was the Operations Manager of Little Sheep International Inc. of City of Industry, California, from July 2011 to June 2015.

Chief Operating Officer – Michael Walters

Michael Walters has been our Chief Operating Officer since September 2020. Michael is also a Managing Partner at MJW Hospitality Group LLC, of Chicago, Illinois, a position he has

held since October 2019. Previously Michael was the Chief Operating Officer at Roti Modern Mediterranean of Chicago, IL from September 2017 to January 2019. He was also the Vice President of East Coast Operations at Potbelly Sandwich Shop of Chicago, IL from November 2014 to April 2016, as well as the Chief Operating Officer of Atlantic Street Capital dba Jimmy John's, of Chicago, IL, from April 2016 to December 2016.

Chief Development Officer – Larry Sidoti

Larry has been our Chief Development Officer since March 2021. He was previously the Chief Development Officer of Garbanzo Mediterranean Fresh, of Denver, Colorado, from June 2018 to December 2020. He was Chief Development Officer of Paris Baguette, of Los Angeles, California, from June 2015 to June 2018.

Chief Marketing Officer – Steve Heeley

Steve has been our Chief Marketing Officer since March 2021. He was previously the Chief Executive Officer of Veggie Grill, of Culver City, California, from May 2014 to February 2020.

Director of Franchise Business Operations – Kasper Hsu

Kasper Hsu has been our Southwest Director of Operations and a Managing Partner since our formation in March 2016. Kasper has been a Managing Partner of our parent, Beyond Restaurant, since its formation in January 2015. He was the Chief Operating Officer of Little Sheep International, Inc. of City of Industry, California, from August 2013 to July 2015.

Senior Franchise Development Manager – Maria Winn

Maria Winn will be our Senior Franchise Development Manager as of May 2021. She was previously the Director of Franchise Sales & Communications for LemonShark Poke LLC, of Santa Monica, California, from August 2018 to April 2021. She was the Senior Franchise Communications Manager for Paris Baguette America, of Commerce, California, from August 2017 to August 2018, as well as a Business Development Executive for The Omni Group Real Estate Division, in Orange County, California, from May 2017 to August 2017. Prior to that, Maria was the Leasing and Marketing Coordinator of Red Mountain Retail Group, of Santa Ana, California, from April 2016 to April 2017.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Upon signing a Pokéworks Franchise Agreement ("**Franchise Agreement**"), you must pay a lump sum ("**Initial Franchise Fee"**) of $35,000. The Initial Franchise Fee is deemed fully earned by us upon receipt and is not refundable under any circumstances. You must sign a separate Franchise Agreement for each Pokéworks Restaurant you operate and pay the applicable Initial Franchise Fee when the Franchise Agreement is signed. In 2020, all franchisees signing a Franchise Agreement for single Pokéworks Restaurant franchises that was not part of a Multiple Unit Development Agreement paid the full Initial Franchise Fee.

Multiple Unit Development Agreements

At our sole discretion, we may offer qualified candidates a Multiple Unit Development Agreement, attached to this Franchise Disclosure Document as **Exhibit C**, under which the "**Multiple Unit Developer**" obtains the right to develop and operate a prescribed number of Pokéworks Restaurants subject to the opening deadlines in a specific Development Schedule. Under a Multiple Unit Development Agreement, you must commit to developing a minimum of three (3) Pokéworks Restaurants in which the Multiple Unit Developer owns substantially all of the equity interests. We do not grant subfranchises or the right to enter into sub-franchise relationships. In all cases, the Initial Franchise Fee is deemed fully earned by us upon receipt and is not refundable under any circumstances.

If you enter into a Multiple Unit Development Agreement, the Initial Franchise Fee for the first Pokéworks Restaurant you commit to develop is currently $35,000; the Initial Franchise Fee for the second Pokéworks Restaurant you commit to develop is currently $30,000; and the Initial Franchise Fee for the third and any subsequent Pokéworks Restaurant you commit to develop is currently $25,000, for a total of $90,000. The Multiple Unit Development Agreement requires the developer to sign our then-current form of Franchise Agreement, which may materially differ from the Franchise Agreement included with this Franchise Disclosure Document and may charge an Initial Franchise Fee that differs from our current Initial Franchise Fee. When you enter into the Multiple Unit Development Agreement, you must pay to us the full Initial Franchise Fee for the first Pokéworks Restaurant you commit to develop plus fifty percent (50%) of the Initial Franchise Fees for all subsequent Pokéworks Restaurants you commit to develop. The minimum due at signing is $62,500. All such amounts collected by us will be deemed fully earned immediately upon receipt and shall be non-refundable, regardless of whether you open any of the Pokéworks Restaurants you are obligated to open in the Development Territory. You must pay to us the remaining fifty percent (50%) of the Initial Franchise Fee for each subsequent Pokéworks Restaurant when you (or your affiliate) has executed a Letter of Intent ("LOI") with the landlord that corresponds to the respective Pokéworks Restaurant. As of the Issuance Date, Franchisor operates a Certified-to-Expand policy, as may be amended in the Operations Manual in Franchisor's sole discretion, under which a Multiple Unit Operator must be in financial and operational good standing, as determined by Franchisor in writing, at existing Pokéworks Restaurants under its Multiple Unit Development Agreement before Multiple Unit Operator may begin developing additional Pokéworks Restaurants under the Multiple Unit Development Agreement.

ITEM 6
OTHER FEES

Type of Fee(1)	Amount	Due Date	Remarks
Royalty Fee (1)	6% of Gross Sales	Deducted from your bank account via electronic funds transfer on the Wednesday of each week or as determined by us.	"Gross Sales" includes all revenue generated by your Pokéworks Restaurant and does not include any sales taxes collected by you.
Marketing Fund Contribution (2)	1.5% of Gross Sales	Deducted from your bank account via electronic funds transfer at the same time your Royalty Fee is deducted.	See Item 11.
Advertising Cooperative and Local Marketing	2.0% of Gross Sales for Local Marketing; a total of up to 4.0% of Gross Sales on Local Marketing and Advertising Cooperative Contributions	As incurred	You must spend these amounts on local marketing and if an advertising cooperative is formed in your market. See Item 11.
Manager Training or Retraining Costs (3)	$500 to $1,500	As incurred.	Payable when a new manager needs training and/or upon our determination that you require additional training.
Successor Franchise Fee	$12,500	Upon the extension of your rights to operate the Pokéworks Restaurant	Payable before you execute your Successor Franchise Agreement.

Type of Fee(1)	Amount	Due Date	Remarks
Transfer fee	50% of our current Initial Franchise Fee for a single unit franchise at the time of the transfer	Upon transfer.	Payable when you transfer your franchise.
Fee for Lost Operations Manual	$500	Upon delivery of new Operations Manual or transfer of your Pokéworks Restaurant.	
Audit Fee (4)	Cost of audit estimated at $15,000-25,000	As incurred.	Required if Franchisee's gross sales are understated by more than two percent (2%) or if Franchisor shall determine that the accounts and records of Franchisee are not in compliance with the terms of the Franchise Agreement and/or are misstated according to GAAP.
Late Fees (5)	Lesser of 10% of balance past due after 30 days or the highest rate allowed by law	With payment of overdue amount.	
Technology Fee	Currently $200 per month	Deducted from your bank account via electronic funds transfer on the 10th day of each month.	See ITEM 11 for a summary of what the Technology Fee covers.
Costs of Enforcement or Defense	All costs, including reasonable accounting and legal fees.	Upon settlement or conclusion of claim or action.	You must reimburse us for all costs we incur in enforcing our obligations under the Franchise Agreement if we prevail.

Type of Fee(1)	Amount	Due Date	Remarks
Indemnification	Varies	As incurred.	You must pay the costs to defend and resolve claims and suits against us at your cost involving or resulting from your Pokéworks Restaurant.
Liquidated Damages	24 (or the number of months remaining in the term) multiplied by your Average Monthly Royalty Fees and Marketing Fund Contributions for the 12 months preceding termination	10 days after Franchise Agreement termination	Payable if the Franchise Agreement terminates before the expiration of the term unless you exercise your Performance Termination Right

Type of Fee(1)	Amount	Due Date	Remarks
Non-Compliance Fees (6)	Administrative Violations - $500 for first violation; $350 for each additional violation; Training Violations - $1,500; Operating Violations - $350 for first violation, $600 for second violation; $1,500 for each additional violation that occur in a calendar year	Paid within 10 days of receipt of notice from us of a violation of the Franchise Agreement	We set the fee structure and circumstances in the Operations Manual for (i) Administrative Violations - Failure to meet a deadline for delivery of required documentation or proof of compliance such as the signed lease for the Franchised Restaurant; (ii) Training Violations - failure of Designated Manager or others to attend or complete mandatory information and training sessions; (iii) Operating Violations - failure to operate the Franchised Restaurant and file reports in compliance with the Franchise Agreement, our standards and the Operations Manual. We may waive the Non-Compliance Fee for the first violation in any calendar year.

NOTES:

(1) Type of Fees. All fees are uniformly imposed by and are payable to us unless otherwise stated. All fees are non-refundable.

(2) Royalty Fee and Marketing Fund Contributions. You must pay all Royalty Fees and Marketing Fund Contributions to us by participating in a pre-authorized payment plan or any other method we may require in our sole discretion. In this plan, we will be authorized to make weekly and monthly withdrawals, as the case may be (or at other times specified by us), from your bank as specified below. We also reserve the right to demand payment from you of all Royalty Fees and Marketing Fund Contributions due to

us by other methods that we may specify in the Operations Manual, as modified by us periodically in our discretion (See Section 8.3 of the Franchise Agreement).

Pandemic Response. On March 17, 2020, in response to the COVID-19 Pandemic health emergency event, BRG closed the Affiliate Restaurants and by means of a policy announcement made a part of the Operations Manual, we authorized Franchised Restaurants to close at their discretion, and announced a royalty holiday during which franchises were not obligated to pay royalties, even if they remained open for take-out and delivery orders only. The full royalty holiday ended on June 1, 2020 and the normal royalty rates resumed on November 1, 2020.

(3) Manager Training or Retraining Courses. Training sessions are paid for by us. You are responsible for all travel and accommodation costs associated with attending all initial training and retraining programs which may take place at our head office or at another location designated by us (See Section 4.3 of the Franchise Agreement). The precise amount of your expenses will depend upon the cost of your airfare and how long the training and retraining lasts.

(4) Audit Fee. An audit is required if the Franchisor's examination shall disclose that Gross Sales have been understated in any report delivered by Franchisee to the Franchisor by more than two percent (2%) or if Franchisor or its representative shall determine that the accounts and records of Franchisee are not in compliance with the terms of the Franchise agreement and/or are misstated according to GAAP. A financial audit will cost approximately $15,000 to $25,000.

(5) Late Fees. Interest will be charged from the date of underpayment or failed payment Interest will not exceed the maximum allowed by law.

(6) Non-Compliance Fees. The Operations Manual sets a schedule of Non-Compliance Fees that we may charge if you or your employees miss a deadline, don't file a complete report on time, fail to take or successfully complete training when required, or fail to comply with the Operations Manual requirements for operation of the Franchised Restaurant. We may revise the Non-Compliance Fees by amending the Operations Manual. We reserve the right to waive, reduce or refund Non-Compliance Fees in our sole discretion when business circumstances warrant.

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ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT – SINGLE UNIT FRANCHISE

Type of expenditure	Amount	Method of payment	When due	To Whom Payment is to be made
Initial Franchise Fee (1)	$35,000	Lump sum	Upon signing Franchise Agreement	Us
Architectural Design and Permits (2)	$15,000 to $30,000	As incurred	During design phase of construction project and as incurred	Local/Corporate Architect, Interior Designer, State Government and Local Government Agencies
Construction and Remodeling (3)	$80,000 to $310,000	As incurred	Before, during, and upon completion of construction project	Contractors
Initial Lease Deposit (4)	$5,000 to $25,000	As arranged	Upon signing lease	Landlord
Furnishings (5)	$15,000 to $30,000	As incurred	Beginning of construction project	Contractors or Suppliers
Fixtures (6)	$10,000 to $20,000	As incurred	Beginning of construction project	Contractors
Equipment (7)	$45,000 to $65,000	As incurred	Beginning of construction project	Suppliers
Business Licenses and Permits (8)	$1,000 to $4,000	As incurred	As incurred	Local Government Agencies

Type of expenditure	Amount	Method of payment	When due	To Whom Payment is to be made
Inventory (9)	$5,000 to $10,000	As incurred	After health permit(s) have been issued	Food Vendors
Signs (10)	$5,000 to $20,000	As incurred	Beginning of construction project	Supplier
Pre-Opening Marketing (11)	$7,500 to $10,000	As incurred	One month before opening	PR Firms and Local Marketing Companies
Insurance (12)	$500 to $3,000	As incurred	Upon acquiring space	Third parties and/or vendors
Computer and POS System (13)	$3,000 to $5,000	As incurred	As per supplier agreement signed	Supplier
Employee Wages (14)	$3,000 to $10,000	As incurred	From beginning of construction project until opening of restaurant	Employees
Legal and Accounting Fees	$1,000 to $4,000	As incurred	As incurred	Legal and Accounting Professionals
Additional Funds – First 3 Months (15)	$25,000 to $70,000	As incurred	Varied times	Suppliers
Training Expenses (16)	$3,000 to $7,500	As incurred	When additional personnel are sent for training with us	Us
Total	**$259,000 to $658,500**			

Unless otherwise indicated, all payments made to unaffiliated suppliers and vendors will not be refundable under most circumstances unless the vendor agrees to do so. We do not finance these purchases and costs. See Item 10.

NOTES:

(1) Initial Franchise Fee. You must pay the Initial Franchise Fee when the Franchise Agreement is signed (See ITEM 5). The Initial Franchise Fee is not refundable under any circumstances.

(2) Architectural Designs and Permits. These estimated expenses include engineering drawings and architectural design layout drawings that may be purchased from an architect/designer designated by us. You must pay a fee for these services.

(3) Construction and Remodeling. These estimated expenses are based on the cost to build out a Pokéworks Restaurant consisting of 500 to 2,000 square feet in an established metropolitan or suburban area within a street retail, shopping mall, plaza, or mixed use indoor or outdoor establishment. The costs to complete the construction and remodeling of the premises for your Pokéworks Restaurant will vary widely and may be significantly higher than projected in this table, depending on such factors as the city or town in which you propose to operate, property location, population density, economic climate, prevailing interest rates and other financing costs, the conditions of the property, current building code requirements, implementation and enforcement of the ADA in your jurisdiction, and the extent of alterations required for the property. You should investigate all of these costs in the area where you wish to establish your Pokéworks Restaurant. The estimates do not include exterior renovations to your Pokéworks Restaurant.

(4) Initial Lease Deposit. You will typically be required to pay two (2) to three (3) months' rent as a security deposit. Landlords who own real property in high traffic areas could potentially require you to pay six months' rent as a security deposit. We assume that even a free-standing building may be rented, possibly on a build-to-suit basis. The cost of construction a free standing building is not estimated in this Item.

(5) Furnishings. This estimated amount involves costs associated with various furnishings including, but not limited to, front of house tables, front of house chairs, 25' counter, condiment cabinet, and stainless steel worktops.

(6) Fixtures. This estimated amount involves costs associated with various fixtures including, but not limited to, ADA restroom fixtures, pendant light fixtures, track light fixtures, hot water boiler, grease trap, three-compartment sink, two-compartment sink, and a mop sink.

(7) Equipment. This estimated amount involves costs associated with various pieces of equipment including, but not limited to, reach-in refrigeration (single or double door),

rice cooker/warmer(s), ice maker, beverage dispenser, salad bar, cold wells, sushi making machine, closed system counter top fryer, and induction cooker.

(8) Business Licenses and Permits. This estimated amount will vary depending on the municipality in which the project is located.

(9) Inventory. This estimated amount involves the costs associated with establishing an opening inventory of fresh seafood, frozen seafood, fresh produce and fruits, Japanese specialty spices, oils, and seasoning, rice, grains, and paper and plastic packaging goods. Fresh foodstuffs must be rotated and discarded after their freshness period or when spoilage occurs.

(10) Signs. This includes window graphics and design and interior and exterior signage.

(11) Pre-Opening Marketing. These costs are incurred for your grand opening marketing campaign. The promotional campaign will differ by location and may include printing and distribution of promotional coupons, newspaper advertisements, and charitable donations. The cost of promotional food items is not included in this estimate, and you will incur additional costs in the preparation and distribution of sample food items at your grand opening event and other promotional or training events.

(12) Insurance. A 20% down payment of the annual premium for general business insurance and workers' compensation insurance is included in the low-end estimate, while the expense of the full annual premium is included in the high estimate.

(13) Computer and POS System. These costs relate to the purchase of specified computer hardware and software for your point-of-sale ("POS") system and the personal computer you must use in the operation of your Pokéworks Restaurant. Technology standards and specifications are set forth in the Operations Manual.

(14) Employee Wages. Employee wages comprise a significant component of the costs of operating a franchise outlet and are influenced by factors such as the amount of time invested in a franchise outlet by the franchisee, the level of sales at the Pokéworks Restaurant, the number of hours a franchised business is open, and the average number of staff required and market rates for labor in your area. We have not included the cost of payroll and other taxes in this estimate.

(15) Additional Funds (First Three Months): This is the amount of additional funding that we estimate you may need at and after store opening to cover various expenses during your first three (3) months of operation. The amount you will need varies depending upon your circumstances and financing requirements imposed by your bank. The range is based on anticipated working capital required for the first three (3) months including such items as food and beverage costs, supplies, utilities, ordinary maintenance and other operating expenses. Because this range is only an estimate, you should consult with your independent advisors to develop your own business plan that includes a cash flow chart in order to ensure that you have the amount necessary to cover any cash short fall in the initial months of operation. In compiling these estimates, we relied on the experience of

certain officers of Pokéworks in the restaurant industry, which includes experience with other concepts and the development of our parent's company-owned restaurants.

(16) Training Expenses: Two (2) individuals including the Designated Manager are required to participate in our initial Training Program without paying any tuition or fee. You will be responsible for any and all travel and living expenses incurred in connection with attending the Training Program as well as compensation, benefits, insurance and other payroll related expenses of the person(s) receiving or undergoing training. If any additional personnel are to be trained, a fee of $750 per additional week, per individual will be payable at the start of training.

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YOUR ESTIMATED INITIAL INVESTMENT
UNDER THE MULTIPLE UNIT DEVELOPMENT AGREEMENT
FOR THREE FRANCHISED RESTAURANTS

Type of expenditure	Amount	Method of payment	When due	To Whom Payment is to be made
Initial Franchise Fees (1)	$90,000	Lump sum	When you sign the Multi-Unit Development Agreement, you pay the full Initial Franchise Fee for the first Pokéworks Restaurant you commit to develop plus 50% of the Initial Franchise Fees for all subsequent Pokéworks Restaurants you are obligated to develop. The balance of the Initial Franchise Fee for each Pokéworks Restaurant you are obligated to develop is due when you execute a LOI for the Restaurant.	Us
Architectural Design and Permits (2)	$45,000 to $90,000	As incurred	During design phase of construction project and as incurred	Local/Corporate Architect, Interior Designer, State Government and Local Government Agencies
Construction and Remodeling (3)	$240,000 to $930,000	As incurred	Before, during, and upon completion of construction project	Contractors
Initial Lease Deposit (4)	$15,000 to $75,000	As arranged	Upon signing lease	Landlord

Type of expenditure	Amount	Method of payment	When due	To Whom Payment is to be made
Furnishings (5)	$45,000 to $90,000	As incurred	Beginning of construction project	Contractors or Suppliers
Fixtures (6)	$30,000 to $60,000	As incurred	Beginning of construction project	Contractors
Equipment (7)	$135,000 to $195,000	As incurred	Beginning of construction project	Suppliers
Business Licenses and Permits (9)	$3,000 to $12,000	As incurred	As incurred	Local Government Agencies
Inventory (10)	$15,000 to $30,000	As incurred	After health permit(s) have been issued	Food Vendors
Signs (11)	$15,000 to $60,000	As incurred	Beginning of construction project	Supplier
Pre-Opening Marketing (12)	$22,500 to $30,000	As incurred	One month before opening	PR Firms and Local Marketing Companies
Insurance (13)	$1,500 to $9,000	As incurred	Upon acquiring space	Third parties and/or vendors
Computer and POS System (14)	$9,000 to $15,000	As incurred	As per supplier agreement signed	Suppliers
Employee Wages (15)	$9,000 to $30,000	As incurred	From beginning of construction project until opening of restaurant	Employees
Legal and Accounting Fees	$3,000 to $12,000	As incurred	As incurred	Legal and Accounting Professionals
Additional Funds – First 3 Months (16)	$75,000 to $210,000	As incurred	Varied times	Suppliers
Training Expenses (17)	$9,000 to $22,500	As incurred	When additional personnel are sent for training with us	Us
Total (18)	**$762,000 to $1,960,500**			

NOTES:

(1) Initial Franchise Fee. You must pay the Initial Franchise Fee when the Franchise Agreement is signed. If you enter into a Multiple Unit Development Agreement, the Initial Franchise Fee for the first Pokéworks Restaurant you commit to develop is currently $35,000; the Initial Franchise Fee for the second Pokéworks Restaurant you commit to develop is currently $30,000; and the Initial Franchise Fee for the third and any subsequent Pokéworks Restaurant is currently $25,000. Upon developing each Pokéworks Restaurant under the Multiple Unit Development Agreement, you will be required to sign our then-current form of Franchise Agreement, which may materially differ from the Franchise Agreement included with this Franchise Disclosure Document, especially with respect to the current Initial Franchise Fee. In all cases, the Initial Franchise Fee is not refundable under any circumstances.

(2) Architectural Designs and Permits. These estimated expenses include engineering drawings and architectural design layout drawings that may be purchased from an architect/designer designated by us. You must pay a fee for these services. These payments are non-refundable.

(3) Construction and Remodeling. These estimated expenses are based on the cost to build out three (3) Pokéworks Restaurants, each consisting of 500 to 2,000 square feet in an established metropolitan or suburban area within a street retail, shopping mall, plaza, or mixed use indoor or outdoor establishment. The costs to complete the construction and remodeling of the premises for your Pokéworks Restaurants will vary widely and may be significantly higher than projected in this table, depending on such factors as the city or town in which you propose to operate, property location, population density, economic climate, prevailing interest rates and other financing costs, the conditions of the property, current building code requirements, implementation and enforcement of the Americans with Disabilities Act in particular jurisdictions, and the extent of alterations required for the property. You should investigate all of these costs in the area where you wish to establish your Pokéworks Restaurants. To avoid excessive construction and remodeling costs, we strongly recommend that you select your contractor carefully by obtaining several bids prior to signing a construction contract. The estimates do not include exterior renovations to your Pokéworks Restaurant. These payments are non-refundable.

(4) Initial Lease Deposit. You will typically be required to pay two (2) to three (3) months' rent as a security deposit. Landlords who own real property in high traffic areas could potentially require you to pay six months' rent as a security deposit. We assume that even a free-standing building may be rented, possibly on a build-to-suit basis.

(5) Furnishings. This estimated amount involves costs associated with various furnishings including, but not limited to, front of house tables, front of house chairs, 25' counter, condiment cabinet, and stainless steel worktops.

(6) Fixtures. This estimated amount involves costs associated with various fixtures including, but not limited to, ADA restroom fixtures, pendant light fixtures, track light fixtures, hot water boiler, grease trap, three-compartment sink, two-compartment sink, and a mop sink.

(7) Equipment. This estimated amount involves costs associated with various pieces of equipment including, but not limited to, reach-in refrigeration (single or double door), rice cooker/warmer(s), ice maker, beverage dispenser, salad bar, cold wells, sushi making machine, closed system counter top fryer, and induction cooker.

(8) Intentionally omitted.

(9) Business Licenses and Permits. This estimated amount will vary depending on the municipalities in which the projects are located. These payments are non-refundable.

(10) Inventory. This estimated amount involves the costs associated with establishing an inventory of fresh seafood, frozen seafood, fresh produce and fruits, Japanese specialty spices, oils, and seasoning, rice, grains, and paper and plastic packaging goods.

(11) Signs. This includes window graphics and design and interior and exterior signage that may be purchased from third-party suppliers. These payments are non-refundable.

(12) Pre-Opening Marketing. These costs are incurred for marketing purposes in connection with the grand opening of your franchise. The promotional campaign will differ by location and may include printing and distribution of promotional coupons, newspaper advertisements, and charitable donations. You will use media we approve. The distribution of promotional food items is not included in this estimate, and you will incur additional costs in the preparation and distribution of sample food items at your grand opening event and other promotional or training events.

(13) Insurance. A 20% down payment of the annual premium for general business insurance and workers' compensation insurance is included in the low-end estimate, while the expense of the full annual premium is included in the high estimate.

(14) Computer and POS System. These costs relate to the purchase of specified computer hardware and software for your point-of-sale ("POS") system and the personal computer you must use in the operation of your Pokéworks Restaurants. The standards and specifications we are currently using are set forth in the Operations Manual.

(15) Employee Wages. Employee wages comprise a significant component of the costs of operating a franchise outlet and are influenced by factors such as the amount of time invested in a franchise outlet by the franchisee, the level of sales at the Pokéworks Restaurants, the number of hours the franchised businesses are open and the average number of staff required and market rates for labor. The costs will vary by location. Additionally, any incentive or bonus programs for employees of a franchisee would also be included in the employee wages for a franchised business.

(16) Additional Funds (First Three Months): This is the amount of additional funding that we recommend you have in your bank account upon store opening to cover various expenses during your first three (3) months of operation of each Pokéworks Restaurant, but is subject to change depending upon your circumstances and financing requirements imposed by your bank. The range is based on anticipated working capital required for the first three (3) months including such items as food and beverage costs, supplies, utilities, ordinary maintenance and other operating expenses. Because this range is only an estimate, you should consult with your independent advisors to develop your own business plan that includes a cash flow chart in order to ensure that you have the amount necessary to cover any cash short fall in the initial months of operation. In compiling these estimates, we relied on the experience of certain officers of Pokéworks in the quick service restaurant business industry, which includes experience with other concepts and the development of our parent's company-owned restaurants. This is only an estimate of your initial investment and is based on our estimate of nationwide costs and market conditions prevailing as of the date of this Franchise Disclosure Document. You should review these figures carefully with a business advisor before making any decision to purchase the franchise and to determine whether you may be able to achieve any economies of scale relating to opening and operating multiple restaurants. Neither we nor BRG or any Affiliate offer, either directly or indirectly, any financing arrangements to you. We are unable to estimate whether you will be able to obtain financing for any or all of your investment and, if so, the terms of such financing (See ITEM 10).

(17) Training Expenses: Two (2) individuals including the Designated Manager are required to participate in our initial Training Program without paying any tuition or fee. You shall be responsible for any and all travel and living expenses incurred in connection with attending the Training Program as well as wages or salaries if any, of the person(s) receiving or undergoing testing. If any additional personnel are to be trained, a fee of $750 per additional week, per individual will be charged.

(18) Area Development Opportunity. If you commit to purchasing three Pokéworks Restaurants, in addition to paying the full Initial Franchise Fee for the first Pokéworks Restaurant, you will also pay, at the time you sign the Multiple Unit Development Agreement, fifty percent (50%) of the Initial Franchise Fees for all subsequent Pokéworks Restaurants you commit to develop, which is fully earned at the time it is paid and is non-refundable even if you fail to open any of the subsequent Pokéworks Restaurants. At the time you execute the Franchise Agreement for each subsequent Pokéworks Restaurant, you will also be required to pay the remaining portion of the corresponding Initial Franchise Fee for that particular Pokéworks Restaurant, which is fully earned by us upon payment and is non-refundable.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Product Purchases

In order to maintain our standards of consistent and high quality Pokéworks Products and uniformity in Pokéworks Restaurants, you must purchase all products and services required for

the operation of your Franchised Restaurant from suppliers that we have identified and approved as meeting all of our specifications and standards or from us directly. We will give to you and you must comply with our standards and specifications for the services and products offered at your Pokéworks Restaurant regarding food and beverages, menu, food type and quality, dry goods, sauces, raw ingredients, packaging material, promotional items, uniforms, smallwares, computer software and hardware, payroll services, facility services (for example, mats, mops and towels), telephone equipment, services, furnishings, fixtures, and equipment used in connection with operating your Pokéworks Restaurant, leasehold improvements, food preparation and storage, supplies, recipes, materials, forms, and other Pokéworks Products sold or used through a Pokéworks Restaurant. We reserve the right to change the standards and specifications from time to time on written notice to you or as may be specified by the Operations Manual. We do not provide material benefits to franchisees based on their purchase of particular products or services. None of our officers owns an interest in any of our suppliers. Neither we nor any of our Affiliates, other than BRG, is currently an approved supplier of any Pokéworks Products or services sold or used through a Pokéworks Restaurant but we reserve the right to do so in the future, including the right to be a sole supplier of a Pokéworks Product or service.

In 2020, our Affiliate BRG received $239,141 from direct purchases by franchisees and amounts paid to BRG by suppliers of required purchases or leases. This amount represents 14.83% of our audited revenues for the year ending December 31, 2020 of $1,612,619. As of the Issuance Date, you must purchase and use in your Pokéworks Restaurant six proprietary sauces from our approved vendor, Pacifica Foods, LLC. In 2020, Pacifica Foods paid commissions of $90,961 to BRG. As of the Issuance Date, you must use our approved vendor, Clayton Kendall, for uniforms and other printing materials. In 2020, Clayton Kendall paid rebates of $8,063 to BRG. We do not currently derive any other revenue from franchisee purchases or leases but you acknowledge that in the future we, BRG, or another current or future Affiliate may receive a rebate, royalty, or commission in connection with such purchases or leases and that the benefit of such rebate, royalty, or commission may not necessarily be passed onto you and that we and/or BRG and/or our current or future Affiliates are entitled to keep such rebates, royalties, or commissions for our own use and benefit. As of the issuance date of this Disclosure Document, we anticipate doing so in connection with various food products, such as sauces, and pieces of equipment. We, BRG, or a current or future Affiliate in your geographic area may derive a profit from the design and construction of the Franchised Restaurant or as a result of tenant inducements or tenant allowances and you will waive any claims to such tenant inducements or tenant allowances. We do not presently participate in any purchasing or distribution cooperatives, but we reserve the right to do so in the future. The estimated proportion of the required purchases, purchases from approved suppliers, and purchases in accordance with our specifications to all purchases in establishing the business is 90% to 100% and in the operation of the franchised business is 90% to 100%.

Standards and Specifications; Suppliers

We have developed and, in the future may modify, our standards and specifications based on our commitment to provide Pokéworks Products of a consistently high quality and to protect and enhance the value of the System and the Marks. Standards and specifications for the items that we require you to use in developing and operating your Restaurant are available to you and suppliers from time to time through the Operations Manual.

We have approved the suppliers identified in the Operations Manual as approved suppliers based on our evaluation of, among other things, their price terms, their national distribution abilities, and their ability to meet our quality standards. If you wish to use suppliers that are not on our list of approved suppliers, you are required to notify us in writing before using your preferred supplier and, if we request, provide us with samples of the product and any relevant data. We will, upon receiving such request, determine whether the product meets our specifications and will notify you accordingly within 10 business days of our receipt of the product samples and other relevant data, as requested. We do not currently charge a fee for this evaluation process, but we reserve the right to charge such a fee in the future. Suppliers must be able to provide monthly reports, in a format reasonable requested by BRG, to be used for purchasing audit purposes. If we determine that your preferred supplier does not meet our specifications, you must continue to use our approved supplier. When making our determination, some of our considerations will include whether or not your proposed supplier:

(a) meets our specifications, including our quality, quantity, warranty, variety, service, health and safety specifications, for both the product and for the facilities used in the production and distribution of the product;

(b) has the capacity to supply your requirements;

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

(d) will supply product to a sufficient number of Pokéworks franchisees to enable us to economically monitor compliance by the supplier with our specifications; and

(e) has met such other criteria as may be established by us, acting reasonably, from time to time and as set out in the Operations Manual.

Other than making the System available to you as provided in the Franchise Agreement, we do not provide any specific benefits to you based on your use of approved sources of supply. However, your failure to use approved sources of supply or to comply with our standards and specifications would be a breach of the Franchise Agreement and would give us the right to exercise our remedies for your breach of the Franchise Agreement, including our rights to terminate your Franchise Agreement. We may negotiate purchase arrangements with suppliers for your benefit, although we are not obligated to do so. You should not rely on the availability of any particular purchasing arrangements in deciding whether to purchase the franchise. You will not receive a material benefit from us based on your use of any particular designated or approved sources. (See Section 5.5 of the Franchise Agreement).

Computer Hardware and Software

You must purchase or lease, use, maintain and update computer, POS, and other systems and software programs which meet our specifications as they evolve over time and which, in some cases, may only be available through us, our affiliates and/or designated suppliers.

We may change the designated suppliers from time to time upon written notice to you. We may receive a rebate or commission in connection with the POS computer software and hardware purchased, leased, or obtained by you from designated suppliers and that the benefit of such rebate or commission may not necessarily be passed onto you and that we and/or BRG and/or our current or future Affiliates are entitled to keep such rebates or commissions for our own use and benefit.

We require that you connect your POS hardware, at your expense, with a computer facility designated by us so as to enable us to collect information concerning Gross Sales generated by your restaurant and you must sign all relevant documents and do such further acts as may be required by us from time to time. You must purchase such POS computer software, hardware and telephone equipment as may be required to implement the POS program or for any other purposes that we may designate from time to time, either in the Operations Manual or by notice in writing from suppliers designated by us and you must assume and pay all costs related to the program.

You shall purchase (or lease), use, maintain and update computer and other systems and software programs which meet our specifications as they evolve over time and which, in some cases, may only be available through us, BRG, our current or future Affiliates and/or designated suppliers. You must maintain your systems network and must promptly update and otherwise change your computer and POS hardware and software systems, as we may require from time-to-time at your expense. You must pay all amounts charged by any supplier or licensor of the system and programs used by you, including charges for use, maintenance, support, or update of these systems or programs.

Insurance

You must obtain and maintain the following minimum insurance coverage at your cost from an insurer acceptable to us, and provide us with certified copies of each insurance policy:

(a) insurance on your inventory, fixtures, furniture, equipment, improvements, betterments, and wares in an amount not less than the full replacement cost thereof with coverage against the perils of fire and standard extended coverage, including malicious mischief and burglary;

(b) comprehensive public liability and property damage insurance, including personal injury liability, contractual liability, public liability, employer's liability, and tenant's liability, with coverage of not less than $2,000,000 for any one occurrence and such greater amount as we may specify from time to time;

(c) business interruption insurance in such amount as will reimburse you for direct or indirect loss of earnings attributed to all perils commonly insured against by prudent restaurant owners, or attributable to prevention of access to the restaurant, with coverage for a period of interruption of 180 days and such longer period as we may specify from time to time;

(d) such insurance as we may require for the purpose of insuring our interest in any and all royalties, lease payments or Marketing Fund Contributions due to us against any loss resulting from any interruption in your business attributable to damage or destruction to the restaurant, or to prevention of access to the restaurant, or to your death or disability (if you are an individual), or to the death or disability of your equity manager or the Guarantor (as such terms are defined in the Franchise Agreement);

(e) any other insurance required by law, including workers' compensation insurance, in such amounts as required by statute; and

(f) such other insurance coverage as we or the landlord may reasonably require from time to time.

Such insurance coverage shall be taken out in your name and shall name us as an additional insured and be placed with insurers designated by us or acceptable to us. You must furnish us with certified copies of each of the insurance policies described above thirty (30) days before the opening of the Franchised Restaurant for business. Each such policy shall provide that it cannot be canceled without thirty (30) days' prior written notice to us and that we shall receive at least thirty (30) days prior written notice of its expiration. You shall promptly refer all claims or potential claims against you or us to each of us and our insurer.

If you fail to take out or keep in force any of the above minimum insurance or should any of that insurance not be approved by us or the landlord, and should you not commence to diligently rectify (and afterwards to proceed diligently to rectify) the situation within 48 hours after notice by us or the landlord, we may, without obligation, effect such insurance at your sole cost and all of our costs and the costs of the landlord will be immediately paid by you to us together with a fee of 15% of such costs representing our overhead.

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 franchise disclosure document.

Obligation	Section in Franchise Agreement (unless otherwise indicated)	Disclosure Document Item
a. Site selection and acquisition/lease	1.1, 4.1, 4.2	ITEM 11
b. Pre-opening purchases/leases	8.10 Construction Agreement: 1(c), 3, 13	ITEM 7 & ITEM 8
c. Site development and other pre-opening requirements	Construction Agreement: 1(b), 2	ITEM 7 & ITEM 11
d. Initial and ongoing training	4.4, 5.3	ITEM 11
e. Opening	4.5	ITEM 7, ITEM 8 & ITEM 11
f. Fees	2.2(f), 8.1 - 8.3, 8.8, 8.9, 9.5(b) and Schedule A	ITEM 5, ITEM 6 & ITEM 17
g. Compliance with standards and policies/Operations Manual	5.6, 5.9, 5.12, 5.15, 5.16, 5.17	ITEM 11
h. Trademarks and proprietary information	3	ITEM 13 & ITEM 14
i. Restrictions on products/services offered	5.4	ITEM 8 & ITEM 16
j. Warranty and customer service requirements	Not applicable	None
k. Territorial development and sales quotas	Not applicable	None
l. Ongoing product purchases	5.5	ITEM 8
m. Maintenance, appearance and remodeling requirements	2.2(d), 5.10, 5.11	ITEM 17
n. Insurance	6.1(f), 6.2	ITEM 6 & ITEM 8
o. Advertising	5.7, 8.9	ITEM 6 & ITEM 11
p. Indemnification	10.9, 11 Guarantee and Indemnity	ITEM 6, ITEM 13 & ITEM 14
q. Owner's participation/management/ staffing	5.2, 5.3, 8.11	ITEM 15
r. Records and reports	8.4, 8.5, 8.7	ITEM 6

Obligation	Section in Franchise Agreement (unless otherwise indicated)	Disclosure Document Item
s. Inspection and audits	8.8	ITEM 6
t. Transfer	12	ITEM 17
u. Renewal	2.2	ITEM 17
v. Post-termination obligations	10.2 - 10.5, 10.8, 10.11, 10.12, 10.15 and Section 8 of Application	ITEM 17
w. Non-competition covenants	15.1, 15.2, 15.3	ITEM 17
x. Dispute resolution	16.14	ITEM 17
y. Guaranty	11 and Schedule F	ITEM 15

Additional Provisions for Multiple Unit Developers

Obligation	Section in Multiple Unit Development Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section V of the Multiple Unit Development Agreement	ITEM 11
b. Pre-opening purchases/leases	Not applicable	ITEM 5, ITEM 7 and ITEM 8
c. Site development and other pre-opening requirements	Not applicable	ITEM 5, ITEM 7 and ITEM 11
d. Initial and ongoing training	Section III.C. of the Multiple Unit Development Agreement	ITEM 11
e. Opening	Section III.C. & IV	ITEM 11
f. Fees	Section III	ITEM 5 and ITEM 6
g. Compliance with standards and policies/Operating Manual	Not applicable	ITEM 11
h. Trademarks and proprietary information	Section X	ITEM 13 and ITEM 14
i. Restrictions on products/services offered	Not applicable	ITEM 16
j. Warranty and customer service requirements	Not applicable	Not applicable
k. Territorial development and sales quotas	Section IV	ITEM 12
l. Ongoing product/service purchases	Not applicable	ITEM 8

Obligation	Section in Multiple Unit Development Agreement	Disclosure Document Item
m. Maintenance, appearance and remodeling requirements	Not applicable	Not applicable
n. Insurance	Not applicable	ITEM 6, ITEM 7 and ITEM 8
o. Advertising	Not applicable	ITEM 6 and ITEM 11
p. Indemnification	Section XIV	ITEM 6, ITEM 13 & ITEM 14
q. Owner's participation/ management/ staffing	Section I.D.	ITEM 11 and ITEM 15
r. Records and reports	Section XIII	ITEM 17
s. Inspections and audits	Not applicable	ITEM 6 and ITEM 11
t. Transfer	Section VIII	ITEM 6 and ITEM 17
u. Renewal	Section II	ITEM 6 ITEM 17
v. Post-termination obligations	Sections VII and XI	ITEM 17
w. Non-competition covenants	Section XI	ITEM 17
x. Dispute resolution	Section XXI	ITEM 17

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your notes, leases or other obligations.

You agree in the Franchise Agreement that you will not, without our prior written consent, borrow more than the maximum allowed debt we prescribe for you. Currently, the maximum amount of debt we allow you to service is seventy percent (70%) of the total project costs for establishing a Pokéworks franchise. You must provide at least thirty percent (30%) of the total project costs in equity invested in the project. We will establish your maximum allowed debt based upon your financial condition, the initial investment necessary to open your Pokéworks Restaurant, and the location of your Pokéworks Restaurant. We periodically may change this amount for you and other franchisees (that is, the amount may differ from franchisee to franchisee because of each franchisee's particular circumstances). We impose this requirement because excess debt may adversely affect your Pokéworks Restaurant's ability to meet its financial obligations and maintain food and service quality under our standards.

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

Except as listed below, Pokéworks is not required to provide you with any assistance.

Pre-Opening Assistance

1. Site Selection and Designation of Franchise Territory or Multiple Unit Territory: We will assist you in selecting a site for your Pokéworks Restaurant that is approved by us and designate your Franchise Territory (See Section 1.1 and **Schedules A** and **B** of the Franchise Agreement). Factors we use in reviewing a potential site include neighborhood demographics, including day and night time population density, vehicle and foot traffic flow and patterns, sales activity of neighboring business tenants, proximity to schools and businesses, traffic patterns, condition and size of premises, lease terms, parking and ease of access to the site. If a site cannot be agreed upon by you and us within 180 days from the date you sign the Franchise Agreement, the Franchise Agreement could be terminated by us. If you are a Multiple Unit Developer, we will assist you with the selection and designation of your Multiple Unit Territory. (See Section I.A and **Attachment A** of the Multiple Unit Development Agreement).

2. Operations Manual. We will loan you a copy (paper, electronic or other format) of our confidential operations manual ("**Operations Manual**"), which contains mandatory and suggested specifications, standards, operating procedures and rules, recipes, food preparation instructions, and required product purchases, as prescribed from time to time by us. The Operations Manual is confidential and remains our property. We reserve the right to require you to use an electronic version of the Operations Manual and require you to access the document using the Internet or an intranet created and supported by us. You must follow our prescribed security procedures and protocols for accessing and protecting the Operations Manual.

3. Restaurant Specifications. We will provide you with specifications for the Pokéworks Restaurant, including space requirements, build-out requirements, design and decoration requirements, plus specifications concerning signs, decor and equipment. Alternatively, if you wish to prepare the construction plans and specifications yourself, you must submit such construction plans and specifications to us for our approval before construction of the restaurant commences, and you must submit all revised plans and specifications to us for our approval during the course of construction. (See Section 4.1 of the Franchise Agreement).

4. Purchase of Equipment and Furniture. We will assist you in obtaining the furniture and equipment required for your Pokéworks Restaurant from us or a designated supplier (See Section 5.5 of the Franchise Agreement).

5. Training. Before your store is scheduled to open, we will train your Designated Manager and another individual (See Section 4.3 of the Franchise Agreement).

Except as stated above, we do not provide assistance to you with lease of the site, conforming the premises to local ordinances and building codes, obtaining any required permits, constructing, remodeling or decorating the premises, hiring and training employees, or providing

for signs, fixtures, opening inventory and supplies. We do not own or lease the site for the Franchised Restaurant and lease or sublease the site to you.

Schedule for Opening

You will have a maximum of 180 days from the date you sign the Franchise Agreement ("**Site Location Period**") to locate a site, submit and obtain our approval of the site and sign a lease or sublease for your Pokéworks Restaurant. If you do not find a site, obtain our approval and sign a lease or a sublease by the end of that time period, we have the right to terminate your Franchise Agreement and retain the full amount of the Initial Franchise Fee or, in our sole discretion, to provide you with an extension to locate a site, obtain our approval and sign a lease or sublease for your Pokéworks Restaurant. If you fail to (a) commence operations of your Pokéworks Restaurant in accordance with the terms of the Franchise Agreement; or (b) successfully complete the initial training as required by the Franchise Agreement, then we may terminate your Franchise Agreement and retain the full amount of the Initial Franchise Fee.

We estimate there will be an interval of approximately six months between the earlier of the execution of the Franchise Agreement or your first payment to us and the opening of a Pokéworks Restaurant. The interval may be affected by the weather, finding of a location, negotiation of a lease, the location and condition of the proposed store, delays in obtaining construction and food-related permits, the construction schedule for the Pokéworks Restaurant, and the construction schedule of the landlord to build or renovate the base building. We will notify you of our approval or disapproval of a proposed site within 30 days after receipt of your proposal. If we do not approve the proposed site, you will need to locate an alternative location. We will be entitled to terminate this Agreement by written notice to you if you are unable to find a suitable location within the Site Location Period, and in such event, we may retain the Initial Franchise Fee. (See Section 4.1 and 8.1 of the Franchise Agreement).

You may not open the Pokéworks Restaurant for business until: (1) we notify you in writing that all of your development obligations have been fulfilled; (2) pre-opening training of your personnel has been completed to our satisfaction; (3) all amounts then due to us have been paid; (4) we have been furnished with copies of all insurance policies and certificates required under the Franchise Agreement, or other evidence of insurance coverage and payment of premiums that we request; (5) you notify us that all approvals and conditions set forth in the Franchise Agreement have been met; and (6) you have provided us with a voided check for the payment of Royalty Fees and Marketing Fund Contributions. Upon completion of construction, you may be required to provide us with a set of "as built" plans and specifications. Within eight days after we notify you in writing that your pre-opening obligations have been met, we will visit the location and give final approval to open the Pokéworks Restaurant. You must comply with these conditions and be prepared to open the Pokéworks Restaurant for business and begin conducting business within five days after we advise you that the Pokéworks Restaurant is ready to open. (See Sections 4.3, 4.4, 4.5, 6.1(f) and **Schedule E** of the Franchise Agreement).

On-Going Assistance

1. Continuing Research. We will research new products, new items, services and methods of doing business and provide you with information concerning developments of this research (See Section 7.1 of the Franchise Agreement).

2. On-Going Consultation. We will be available to you on a reasonable basis via telephone or electronic mail during regular business hours to discuss your operational questions and experiences. (See Section 7.1 of the Franchise Agreement).

3. Operational Guidance. In our discretion and at your reasonable request, we will furnish guidance to you with respect to: (1) recipes, methods, specifications, standards and operating procedures used in Pokéworks Restaurants along with any modifications; (2) purchasing approved equipment, fixtures, furnishings, signs, products, materials and supplies; (3) development and implementation of local advertising and promotional programs, (4) general operating and management procedures of Pokéworks Restaurants; and (5) establishing employee training programs at your Pokéworks Restaurant. Any guidance will, in our discretion, be furnished in the form of Pokéworks manuals, bulletins, videos, written materials, reports and recommendations, other materials and intangibles, refresher training programs and/or telephonic consultations or consultations at our offices or at your Pokéworks Restaurant. (See Section 7.1 of the Franchise Agreement).

4. Annual Meetings. We may hold annual conferences to discuss sales techniques, new product developments, preparation of new menu items, new service suggestions, bookkeeping, inventory control, performance standards, advertising programs and merchandising procedures. Such conferences may be subject to a conference fee, and you must also pay all of your travel and living expenses. We require you or your Designated Manager to attend these conferences. These conferences are held at a location chosen by us. In the event you fail to attend a conference or fail to send a representative to a conference, we may require you or your Designated Manager to attend a mandatory training seminar at your expense to learn about all of the topics covered at the conference.

5. Advertising. At our option, we will provide advertising materials to you in the form of an arts and graphics package, which will be included in your Operations Manual. We may use outside advertising and marketing agencies to create advertising materials which we may provide to you. (See Section 6.1(a) of the Franchise Agreement).

Except as stated above, during the operation of the Pokéworks Restaurant, we do not have the obligation to provide assistance to you with developing products or services you will sell to your customers, hiring and training employees, improving and developing the Franchised Restaurant, establishing prices, establishing and using administrative, bookkeeping, accounting and inventory control procedures, or resolving operating problems you may encounter.

Marketing

You must actively participate in and cooperate with our national, regional and local advertising and sales promotion campaigns, and you must:

1. obtain our prior approval to all promotions, special events, sales promotion materials and advertising used by you (including, without limitation, on-site, internet, direct mail, newspaper, radio and television advertising, and advertising by third parties at the Pokéworks Restaurant or at any other location if in connection with the Pokéworks Restaurant);

2. display in the Pokéworks Restaurant, and in the manner specified by us, advertising material that we may present to you from time to time;

3. conduct such promotions, special events, offer such promotional items, and accept such coupons, gift certificates, and loyalty programs as we may from time to time require;

4. not make any television or radio appearance or make any statement to any media in connection with the Pokéworks System without first obtaining our written consent;

5. advertise and display such advertisements and solicitations at the Pokéworks Restaurant to attract potential franchisees to the Pokéworks System as we may require from time to time;

6. conduct a grand opening advertising and promotional program for the Pokéworks Restaurant at the time and in the manner specified by us and agree to spend a minimum of $7,500 for the grand opening program, plus the cost of any promotional food. You must also agree to provide us with a summary of your grand opening program expenditures within 75 days after the Pokéworks Restaurant opens. Your grand opening program must utilize the marketing and public relations programs and media and advertising materials that we have approved.

We must approve in writing any advertising materials you wish to use prior to you using such advertising materials. If we do not advise you in writing that your advertising is approved, it will be deemed disapproved. You will not use any advertising or promotional materials or programs that we have disapproved or that does not include the copyright, trademark and other notices required by us (See Section 5.7 of the Franchise Agreement). We reserve the right to require that: (a) you include a brief statement regarding the availability of information regarding the purchase of Pokéworks Restaurants in all advertising used by you, (b) you make available to customers a brochure regarding purchase of Pokéworks Restaurants be placed in a prominent location in your Pokéworks Restaurants, and (c) you hang a sign produced by us indicating that you are an independent contractor, that you own your franchise, and that all debts and liabilities incurred by you are for your own account.

At the same time your Royalty Fee is paid, you must contribute a specified portion of your Gross Sales to the Marketing Fund ("**Marketing Fund Contribution**"), which amount is currently equal to 1.5% Gross Sales. All Marketing Fund Contributions, together with amounts contributed by you and other franchisees, will be maintained in a separate fund ("**Marketing Fund**") administered by us. We will use such funds for the purpose of advertising and promoting the franchised and company-owned operations associated with the Marks and producing such advertisement and promotion. However, we cannot and do not ensure that you will benefit directly or pro-rata or at all from the placement of advertising and promotion. We currently anticipate that the Marketing Fund Contributions of company-owned restaurants will resemble those of our Franchised Restaurants, but we reserve the right to modify the extent of

their contributions at any time. We have the right to make all decisions concerning advertising and promotion in our sole discretion, including whether, and to what extent, such advertising and promotion will be conducted on a national, regional, or local basis. This includes the right to use the Marketing Fund Contributions for broadcast or print advertising, the creation, development and production of advertising and promotional materials, including, but not limited to, ad slicks, radio, film and television commercials, videotapes, direct mail pieces, and other print advertising; any marketing or related research and development; developing, enhancing and maintaining our website; vehicle advertising, menu development, point-of-sale advertising, retaining public relations firms, celebrity chef endorsements, and uniform designs; and advertising and marketing expenses, including payment for research and development on new Pokéworks Products and services, services provided by advertising agencies or other marketing, research or consulting firms or agencies, customer incentive programs, sponsorships, marketing meetings and sales incentives, development of the Internet, Internet access provider costs, personnel to support the marketing function, subscriptions to industry newsletters or magazines, and administrative costs. We may reimburse ourselves or our designated representatives (which may be one or more of our subsidiaries or affiliates) for administrative costs, independent audits, reasonable accounting, bookkeeping, reporting, and legal expenses, taxes, and other reasonable direct and indirect expenses incurred by us or our representatives in connection with the programs funded by and the administration and operation of the Marketing Fund. We and our representatives will not be liable for any act or omission that is consistent with your Franchise Agreement and done in good faith. We and our representative may spend in any fiscal year more or less than the aggregate Marketing Fund Contribution of all stores to the Marketing Fund in that year, and the Marketing Fund may borrow from us or others (including our BRG and our current or future Affiliates) to cover deficits or invest surplus for future use. We may incorporate the Marketing Fund or operate it through a separate entity as we deem appropriate. We and our representatives have no obligation to ensure that the Marketing Fund benefits your Pokéworks Restaurant in proportion to your respective Marketing Fund Contributions or at all, or to expend any amount on advertising in the market where your Franchised Restaurant is located. You agree in the Franchise Agreement that the Marketing Fund's primary purpose is to support sales by the entire Pokéworks System and to build brand identity. You agree to participate in any promotional campaigns and advertising and other programs that the Marketing Fund periodically establishes.

You will be provided with an unaudited annual statement of funds received by the Marketing Fund, and expenditures made from the Marketing Fund, if you request such a statement in writing. The cost of preparing the statement will be paid by the Marketing Fund. The reporting period used for the purpose of this accounting will coincide with our fiscal year, which ends on December 31. None of the Marketing Fund Contributions will be used to solicit the sale of new franchises. In 2020, the Marketing Fund Contributions were expended as follows: 30.87% on production, 16.71% on hosting and placement, and 52.42% on administration. Our expenses paid for new media advertising (social media, Yelp®, Google®), traditional media advertising (mailers and publications), collateral advertising (flyers, in-store advertising), and public relations and social media influencer expenses.

Although we intend the Marketing Fund to be of perpetual duration, we have the right to terminate the Marketing Fund. We will not terminate the Marketing Fund, however, until all monies in the Marketing Fund have been expended for advertising and promotional purposes.

We and our representatives have the right, but not the obligation, to use collection agents and to institute legal proceedings to collect Marketing Fund Contributions at the Marketing Fund's expense. We and our representatives also may forgive, waive, settle, and compromise any claims by or against the Marketing Fund. We and our representatives, reserve the right, in our sole discretion, to at any time defer or reduce Marketing Fund Contributions and operations for periods of any length.

We currently have a franchisee advisory board (the "**Advisory Board**"). You will participate in all Advisory Board programs that we approve. The purpose of the Advisory Board includes exchanging ideas and problem-solving methods, advising us on Marketing Fund expenditures, and coordinating System franchisee efforts. We may consult with you from time to time concerning the advertising programs to be established by us and, for that purpose, may invite you to participate in the Advisory Board. The cost of establishing and maintaining such an Advisory Board may be charged to the Marketing Fund.

In addition to the Marketing Fund Contributions to be made by you, you also must agree to spend an amount equal to two percent (2%) of your Gross Sales for purposes of conducting local advertising marketing campaigns ("**Local Marketing Expenses**"). You must spend this amount on a quarterly basis. We may require that you prepare and submit five days after the end of every quarter a report setting out the Local Marketing Expenses actually disbursed by you for that quarter during each month of the initial term and any successor term. (See Section 5.8(a) of the Franchise Agreement).

We do not currently require you to participate in an advertising and public relations cooperative ("**Local Advertising Cooperative**") in regional and metropolitan areas where there are two (2) or more Pokéworks franchisees. However, we reserve the right, in our sole discretion, to form, change, merge or dissolve any Local Advertising Cooperative and to require you to participate in a Local Advertising Cooperative in the future. If we do, at such time we may require you to pay your proportionate share of the cost of joint regional and local public relations and advertising programs. However, we currently anticipate that any such contributions required of you towards a Local Advertising Cooperative would be credited towards the Local Marketing Expenses that you are required to make under the Franchise Agreement. We will not require contributions to a Local Advertising Cooperative that would cause the sum of Local Marketing Expenses and Local Advertising Cooperative contributions to exceed 4% of your annual Gross Sales. Affiliate and BRG controlled Pokéworks Restaurants will contribute to and participate in their Local Advertising Cooperative on the same basis as Franchised Restaurants participating in the same Local Advertising Cooperative. All contributions to the Local Advertising Cooperative must be approved by majority vote of the participating franchisees, along with the separate majority vote of the Affiliate and BRG controlled Pokéworks Restaurants. Each Pokéworks Restaurant will have one vote.

Computer System

We designate point of sale equipment and systems ("**POS System**"), including point of sale equipment and systems, used in connection with operating your Pokéworks Restaurant, which you must obtain from suppliers designated by us or from us directly. You must purchase such computer software and hardware from our designated suppliers or from us directly. We may designate additional computer software and hardware from time to time. We may change the designated suppliers from time to time on written notice to you. You acknowledge that we may receive a rebate or commission in connection with the computer software and hardware purchased, leased, or obtained by you from designated suppliers and that the benefit of such rebate or commission may not necessarily be passed onto you and that we and/or BRG and/or our current or future Affiliates are entitled to keep such rebates or commissions for our own use and benefit. (See Section 5.5 of the Franchise Agreement)

We may require that you connect your POS System, at your expense, with a computer facility designated by us so as to generate or store information concerning Gross Sales, Royalty Fees, and other sales and labor analysis figures as an example of some of the information the POS vendor will collect and make available to us via a website. The system will include computer(s), modem(s), cash drawer(s), receipt printer(s) and report printer as well as POS software. You must sign all relevant documents and do such further acts as may be required by us accordingly. You must purchase such POS System and equipment as may be required to implement the cash register program and/or for any other purposes that we may designate from time to time in the Operations Manual or by notice in writing from suppliers designated by us and you must assume and pay all costs related to the program. (See Section 8.10 of the Franchise Agreement).

You must purchase or lease, use, maintain and update computer and other systems and software programs which meet our specifications as they evolve over time and which, in some cases, may only be available through us, our affiliates and/or designated suppliers. You must maintain your systems network and you must promptly update and otherwise change your computer and point of sale hardware and software system as we require from time-to-time, at your expense. You will pay all amounts charged by any supplier or licensor of the systems and programs used by you, including charges for use, maintenance, support and/or update of these systems or programs.

We estimate the cost of purchasing the computer system and POS system will range from $3,000 to $5,000. In addition, you will need to pay up to $400 per month for a service and maintenance contract plus the cost of your Internet connection. This monthly fee covers the cost of ongoing maintenance and POS software upgrades. Other than as set forth in the agreements between you and our POS System vendors, which you will sign prior to the date you open your Pokéworks Restaurant, we have no contractual obligation to provide you with support services, upgrades or updates.

We have the right to independently access your electronic information and data, and to collect and use your electronic information and data in any manner we choose to promote the development of the System and the sale of franchises. There is no contractual limitation on our right to receive or use your electronic information and data.

Technology Management

You must pay to us a monthly technology management fee of $200 ("**Technology Fee**") for your right to use a software bundle that includes: operational, financial and accounting, organizational, communications-related, and project management to assist you in establishing and maintaining the overall technological infrastructure for your Pokéworks Restaurant.

Operations Manual

The Operations Manual contains approximately 166 pages. We have included a copy of the Table of Contents for our Operations Manual as **Exhibit H** to this Franchise Disclosure Document. You will have the opportunity to view the Operations Manual at our headquarters before purchasing your Pokéworks Restaurant. If your copy of the Operations Manual is lost, destroyed, or significantly damaged, you agree to obtain a replacement copy from us at our then applicable charge. Our current replacement cost is $500, but it may be increased or decreased by us at any time, within our sole and absolute discretion.

Training Program

The initial training program ("**Training Program**") is scheduled over the course of four (4) weeks, Monday to Saturday during business operation hours at a classroom/training facility at the Corporate Office and a designated corporate or franchise location. We conduct the Training Program on an as-needed basis, as we determine based on the schedules of incoming franchisees and our team members who lead the various aspects of the program. Two (2) individuals including the Designated Manager are required to participate in our initial Training Program without paying any tuition or fee. If any additional personnel are to be trained at the time of the initial Training Program or any time thereafter, you will be charged a fee payable to us of $750 per additional week, per individual. You will be required to successfully complete the Training Program to our satisfaction, as we determine, before you can open your Pokéworks franchise. Any new manager, whether a new hire at an existing Pokéworks Restaurant or initial manager(s) at a new Pokéworks Restaurant, must complete the Pokéworks Training Program to our satisfaction, as we determine, before that manager may operate the Restaurant.

We may suspend the on-site aspects of our training program during the COVID-19 pandemic emergency while local restrictions affecting our training location inhibit our ability to deliver on-premises training. We will notify you about suspension of training and its resumption. We may conduct training by means of a webinar, slide presentations, recorded audio or video presentations or other means of delivery that comply with business travel or social gathering restrictions.

The training will be conducted by a member of our Pokéworks Team. The Pokéworks Team includes Kasper Hsu, Michael Gasca, and Christian Sailer. Kasper Hsu is our Director of Franchise Business Operations and has approximately 7 years of experience in this field and has been with us since our inception. Michael Gasca is our Franchise Business Coach and has 12 years of experience in this field and has been with Pokéworks since 2019. Christian Sailer is our Franchise Business Coach and has 21 years of experience in this field and has been with Pokéworks since 2020. In addition to the Franchisee Training Plan, the initial Training Program

will use other instructional materials including the Operations Manual and various support tools guides and materials that are extensions of the Operations Manual. The Training Program will focus on Back of House Operations, Front of House Operations, Management Operations, and Functional Expertise. The total number of the training hours for the training is 194.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Week 1: Orientation: Welcome to Pokéworks (The Company, The History, Pokéworks Vision, Commitment, Expectations, Pokéworks Business Partners, The Brand Statement, The Brand Position, Who We Are, Company Principals, The Culture, The Agreement- Franchisee Obligation and Franchisor Obligations, Comprehensive review of Store Operating Procedures - Back of House Operations; Core Values in Action, opening kitchen checklist, closing kitchen checklist, equipment maintenance and usage, understanding recipes, recipe production, understanding pars, building to pars, food safety, cold storage, frozen storage, product shelf-life, cleaning the back of house, utilizing the 3-compartment sink, cutting boards (usage/color), knife usage, following Recipe Guide, portion control, preparing proteins on the Prep List, preparing vegetables on the Prep List, preparing Crunchies on Prep List, Preparing Sauces on Prep List, utilizing a Waste Log, Conduct Quality Control Checklist, clean as you go, breakdown and clean all equipment after prep, setting the line for service, and temperature controls (time and temp).	0	50	Designated Pokéworks Training location
Week 2: Product Knowledge, Comprehensive review of Store Operating Procedures - Front of House; Shelf Life, Grab-n- Go, Station Set up, Recipe Book, Cleaning and Sanitation, Preparing menu items, Prep each item, Deployment on the Line, Opening/Closing Checklist,	0	50	Designated Pokéworks Training location

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Packaging Standards, menu offering, Products (nutritionals, ingredients, allergens, Lines 1-5 expectations, Suggestive Selling, Nutritional Guide, Pokéworks Script, line execution, guest service, Core Values in Action, line set-up/schematics, Mobile and 3rd Party Order Operations, POS expectations and execution, suggestive selling at the POS, inventory, placing an order, receiving an order.			
Week 3: Comprehensive review of Managerial Procedure**s;** Open and close location, Manager duties and roles, POS and Daily Till Procedures, Operational Checklists, and Manager Checklists, guest service escalation management, Discuss leading a shift with the Core Values in mind, Guest Service Expectations, Shift Management, Deployment, Just in-time coaching, Daily / weekly task /checklist, communicating allergen information to guest, tasting our food for quality and freshness, Mobile and 3rd Party Order Operations, opening and closing tills, POS reporting, labor hours, inventory, placing orders, receiving orders, food safety management ,managing labor, operational excellence.	0	50	Designated Pokéworks Training location
Week 4: Overall Food Quality, store sanitation dining room, explaining flavor profiles of all items, scheduling, food tastings, ordering, receiving an order, inventory, Discuss POS Management (Backend), Reporting/Key Metrics The Classroom portion comprehensively covers Core Values, service expectations, food safety management, Importance of tasting food daily, store atmosphere, equipment maintenance, All Checklist (FOH and BOH), 3rd Party Operations and Execution, Comm.	24	20	Designated Pokéworks Training location

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Board, Ohana Member Training expectations, Cross Training expectations, Local Store Marketing, marketing support (local and national), staffing needs, NSO staffing, hiring and interviewing, succession planning, local labor laws/scheduling, payroll, Employee Handbook components, key policies and procedures, making a profit, Inventory (Plate IQ and COGs Well), Food Cost, COGs, Sales Forecast, Labor Model, P&L Statement and components, invoicing royalties, restaurant development roadmap (end to end), reviewing and reading construction plans, store design, vendors and materials.			
TOTAL	**24**	**170**	

After the Training Program we will be available by phone or electronic mail during reasonable business hours. You will need to begin operations of your franchise unit within 30 days of the completion of the Training Program or as soon as we have certified that your Pokéworks Restaurant is ready to open for business (See Section 4.4 of the Franchise Agreement).

If, whether as a result of observations, test results or otherwise during the Training Program or thereafter (including during operation of your Pokéworks Restaurant) we determine that you are not meeting Pokéworks System standards, after written notice and a 10-day opportunity to cure, we can require that: (1) a manager or other person designated by us be placed in Pokéworks Restaurant to supervise day-to-day operations for the purpose of assuring compliance with our standards, in which case you will pay all related costs, including salary, benefits, travel, meals, lodging, and incidental expenses; and/or (2) you (or a managing partner or shareholder consented to by us) and/or your equity manager, re-attend and successfully complete training, at your sole cost and expense, which will include a fee payable to us of $750 per additional week, per individual will be charged.

Each Multiple Unit Developer will be expected to develop and operate its own training program, in accordance with our training standards, after the opening of its third Pokéworks Restaurant. After the third restaurant is opened, we will provide the initial Training Program to one Designated Manager for each additional Pokéworks Restaurant. No on-site training will be provided to Multiple Unit Developer after the opening of its third Pokéworks Restaurant. A Multiple Unit Developer may request that we provide a Training Program or on-site training for one or more of Multiple Unit Developer's employees, provided that the Multiple Unit Developer

agrees to reimburse us for all training costs at the then-current daily training rate published in the Operations Manual.

You (or a managing partner or shareholder consented to by us) and your Designated Manager (as defined in ITEM 15) must attend additional and/or refresher training programs (if we designate them as mandatory) conducted at location(s) specified by us, whether on a national or regional basis, and your other employees may be required to attend mandatory training programs presented by us at your Pokéworks Restaurant location. You and your managers and employees may attend any additional training programs offered by us from time to time, which we designate as optional. We may charge a fee for any optional training programs. You will be responsible for all travel, living, incidental and other expenses and compensation of you and your personnel attending any training program. (See Sections 4.3 and 5.3 of the Franchise Agreement).

ITEM 12
TERRITORY

Franchise Agreement

The franchise is granted for a specific location ("**Licensed Location**") within the territory ("**Franchise Territory**"). The Licensed Location is identified on **Schedule A** to the Franchise Agreement, and the Franchise Territory is identified on **Schedule B** to the Franchise Agreement. You must operate from the Licensed Location and you must receive our written permission before relocating your Pokéworks Restaurant, which will be based on the following: where your new Pokéworks Restaurant will be located; whether or not such relocation will infringe upon the rights of other Pokéworks Restaurant; and the time it will take to relocate your Pokéworks Restaurant. You may not conduct business from any site other than the Licensed Location without our written consent, including unapproved catering or delivery services and you may not use other channels or methods of distribution, including the Internet (or any existing or future form of electronic commerce), catalog sales, telemarketing, or other direct marketing, to conduct sales outside of your Franchise Territory. Except as set forth below, we will not authorize any other franchisee to operate within your Franchise Territory, nor will we, BRG or any of our Affiliates operate a Pokéworks Restaurant in your Franchise 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.

The size of your Franchise Territory will depend on a variety of factors including the demographics. A Franchise Territory will generally have a combined residential and commercial population of approximately 150,000 people at the time the franchise is purchased. We will determine the population in the Franchise Territory by using 2020 projection statistics released by the United States Census Bureau and other sources. Other than as described in the Franchise Agreement, there are no conditions for keeping the rights to your Franchise Territory, nor do we have the right to modify the size of your Franchise Territory, though we may terminate your Franchise Agreement on the grounds listed in ITEM 17 of this Franchise Disclosure Document. There are no minimum sales quotas. You maintain the same rights to your Franchise Territory even if the population increases or decreases within your Franchise Territory. However, you do

not receive the right to acquire additional franchises within your Franchise Territory unless you sign a Multiple Unit Development Agreement, as discussed in more detail below.

We reserve the right to grant System franchises for Franchised Restaurants to be located in Limited Access Locations within your Franchise Territory. If the host facility operator ("**Host**") establishes criteria for a potential location within its facility ("**Host Facility**") that you may satisfy, then we will offer you a right of first refusal to establish that Limited Access Location under a Limited Access Location Addendum to your Franchise Agreement. You will have ten (10) days to decide whether to proceed from the date we give you notice about the opportunity. If you don't respond and demonstrate to our satisfaction that you will be able to meet the Host's requirements and timetable, then we will notify you that we will pursue the opportunity with an affiliate or another franchisee involved. We may establish programs with institutional foodservice operators that will preempt Host Facility opportunities if the operator has a master concession or similar contract with the Host Facility that precludes third party operators. No right of first refusal will apply to that Host or Host Facility in that situation. If you elect to proceed with the opportunity and the Host awards you a contract for the Limited Access Location, you must proceed in good faith to develop and operate the Franchised Restaurant for the Limited Access Location. If the Host terminates the contract, or it is not executed and put into effect for cause attributable to you, then your right of first refusal will terminate for the Franchise Territory.

Multiple Unit Development Agreement

You may purchase multiple unit development rights to open and operate three (3) or more Pokéworks Restaurants. If you purchase multiple unit development rights for Pokéworks Restaurants, you will be granted a temporary exclusive territory ("**Development Territory**") in which your Pokéworks Restaurant must be established during implementation of the development schedule ("**Development Schedule**"). The Development Territory will depend upon a variety of factors including, market penetration, demographics, average income and other characteristics of the surrounding area, natural boundaries, extent of competition and the size of urban, suburban and rural areas. Similar factors will be used to determine the Development Schedule. When and if the Development Schedule has been timely satisfied, you will no longer have the entire Development Territory and each Pokéworks Restaurant will be limited to its individual Franchised Territory, as described above.

During the term of the Multiple Unit Development Agreement, we do not have the right to establish our own, or to grant to others the right to establish, Pokéworks Restaurants within the Development Territory; however, we reserve the right to sell Pokéworks Products and services, under the Marks or any other marks, through any other retail location, at special events or through any other channels of distribution, and we reserve the same rights with respect to your Development Territory as we have with respect to Franchise Territories granted to single unit franchisees. 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 not receive any rights to acquire additional franchises under the Multiple Unit Development Agreement other than the rights specifically granted to you in the form Multiple Unit Development Agreement attached to this Franchise Disclosure Document.

While preservation of a Development Territory is not contingent upon sales volume, if a Multiple Unit Developer does not meet its Development Schedule, grounds for default exist. Loss of exclusivity in the Development Territory could then result as we may elect, in our sole discretion, to terminate the Multiple Unit Development Agreement, reduce or eliminate the territorial exclusivity, or reduce the size of the Development Territory.

Unless a renewal of the Multiple Unit Development Agreement and an extension of the Development Schedule is negotiated by the parties, the Multiple Unit Developer will no longer have a Development Territory upon the expiration or termination of the Multiple Unit Development Agreement and will not have any options, rights of first refusal, or similar rights to acquire additional franchises thereafter. However, each Pokéworks Restaurant in good standing will retain its protected individual Franchise Territory as set forth in the corresponding Franchise Agreement.

As of the Issuance Date, Franchisor operates a Certified-to-Expand policy, as may be amended in the Operations Manual in Franchisor's sole discretion, under which a Multiple Unit Operator must be in financial and operational good standing, as determined by Franchisor in writing, at existing Pokéworks Restaurants under its Multiple Unit Development Agreement before Multiple Unit Operator may begin developing additional Pokéworks Restaurants under the Multiple Unit Development Agreement.

Rights Reserved by Pokéworks

Except as expressly limited in the Franchise Agreement or Multiple Unit Development Agreement, we (for ourselves, BRG, any of our Affiliates and our designees) retain all rights with respect to Pokéworks Restaurants, the Marks, the Copyrighted Works and the sale of Pokéworks Products anywhere in the world, including the right to:

(a) establish, operate or license to any other person or entity the right to establish or operate, a Pokéworks Restaurant owned or licensed by us at any location outside of the Franchise Territory;

(b) develop, market, own, operate or participate in any other business under any other trademarks;

(c) develop, lease and license the use of, at any location inside or outside the Franchise Territory or Development Territory, trademarks other than the Marks, in connection with the operation of a system which offers products or services which are the same as or similar to those offered under the System on any terms or conditions which we deem advisable;

(d) merge with, acquire or be acquired by any other business, including a business that competes with your Pokéworks Restaurant, or to acquire and convert to the System operated by us any retail stores, including retail stores operated by competitors located inside or outside the Franchise Territory or Development Territory, or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately owned;

(e) distribute, sell or license other persons to distribute or sell non-System products and Pokéworks Products, whether inside or outside the Franchise Territory or Development Territory, through all other channels without any compensation to you. References to "o**ther channels**" mean locations other than traditional restaurants owned, franchised or licensed by us or our Affiliates, and includes sale by or through other channels of trade including, without limitation, grocery stores, convenience stores, food and warehouse store chains, electronic mail, Internet sales; and

(f) implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs.

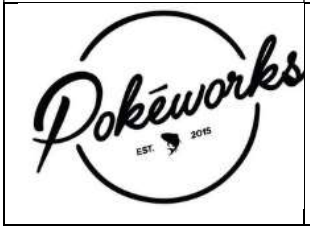
ITEM 13
TRADEMARKS

The Franchise Agreement grants you the nonexclusive right to use our trademarks, including the trademark "POKÉWORKS™," and various designs and logo types associated with our products and services ("**Marks**"). You may also use our other current or future Marks as we may designate to operate your Pokéworks Restaurant. You agree not to file any trademark, copyright or any other intellectual property application regarding the Marks, under which you could be recognized as the owner of the Marks or having any interest in the Marks, except as expressly permitted in the Franchise Agreement or by us in writing. Furthermore, the Franchise Agreement requires that you renounce any and all of your common law interest in the Marks. You must indicate, as required in the Franchise Agreement and specified in the Operations Manual, that you are an independent operator of the Pokéworks Restaurant and you must use only the appropriate and authorized Marks as indicated by us.

The Marks are owned by our parent, Beyond Restaurant Group, which licenses the Marks to us for purposes of franchising the Pokéworks System in the United States. The license agreement between us and Beyond Restaurant ("**License Agreement**") commenced on June 1, 2016 and extends for an initial term of 20 years, provided that we are not in default or the License Agreement is not terminated by one of the parties. It will be automatically renewed for additional 20 year terms unless either party gives the other party written notice of termination at least 180 days prior to the end of the applicable 20-year period. The License Agreement reserves for Beyond Restaurant Group the right to control and specify the use of the Marks.

In the event the trademark license is terminated, Pokéworks has agreed to license the use of the Marks directly to our franchisees until such time as each Franchise Agreement expires or is otherwise terminated.

Beyond Restaurant has applied for or registered the following Marks with the United States Patent and Trademark Office ("**USPTO**") on the Principal Register and has filed all required affidavits related to the same. Since the Marks are recently registered, the earliest combined declarations of use & incontestability will not be due with the USPTO until September 20, 2022.

Mark	Country	Application No./Filing Date	Registration No./Registration Date	Status
POKEWORKS	U.S.	Appln. No. 87091800, filed Jul. 1, 2016	Reg. No. 5109887, registered Dec. 27, 2016	Registered
POKEWORKS	U.S.	Appln. No. 88009510, filed June 21, 2018	Reg. No. 5785316, registered June 25, 2019	Registered
POKE WORKS	U.S.	Appln. No. 86781349, filed Oct. 7, 2015	Reg. No. 5046901, registered Sept. 20, 2016	Registered
POKÉ YOUR WAY	U.S.	Appln. No. 87245840, filed Nov. 22, 2016	Reg. No. 5232416, registered June 27, 2017	Registered
POKÉ YOUR WAY	U.S.	Appln. No. 87861968, filed Apr. 3, 2018	Reg. No. 5773195, Registered June 11, 2019	Registered
POKE YOUR WAY	U.S.	Appln. No. 87861968, filed Apr. 3, 2018	Reg. No. 5776987, registered June 11, 2019	Registered
	U.S.	Appln. No. 87506086, filed Jun. 26, 2017	Reg. No. 5395083, registered Feb. 6, 2018	Registered
	U.S.	Appln. No. 88009522, filed June 21, 2018	Reg. No. 5785317, registered June 25, 2019	Registered
	U.S.	Appln. No. 87506159, filed Jun. 26, 2017	Reg. No. 5395084, registered Feb. 6, 2018	Registered
	U.S.	Appln. No. 88009528, filed June 21, 2018	Reg. No. 5785318, registered June 25, 2019	Registered

Mark	Country	Application No./Filing Date	Registration No./Registration Date	Status
	U.S.	Appln. No. 87584118, filed Aug. 25, 2017	Reg. No. 5401714, registered Feb. 13, 2018	Registered
	U.S.	Appln. No. 88009540	Reg. No. 5785319, registered June 25, 2019	Registered
	U.S.	Appln. No. 87861971, filed Apr. 3, 2018	Reg. No. 5776988, Registered June 11, 2019	Registered
POKÉWORKS	N/A	N/A	N/A	Common law
	N/A	N/A	N/A	Common law
	N/A	N/A	N/A	Common law
	N/A	N/A	N/A	Common law

Mark	Country	Application No./Filing Date	Registration No./Registration Date	Status
	N/A	N/A	N/A	Common law
	N/A	N/A	N/A	Common law
	N/A	N/A	N/A	Common law
	N/A	N/A	N/A	Common law
	N/A	N/A	N/A	Common law
	N/A	N/A	N/A	Common law

We do not have federal registrations for the trademarks identified as "Pending" or "Common Law," nor any other trademarks not registered on the Principal Register of the USPTO. We do not have a federal registration for our principal trademark, POKÉWORKS. Therefore, our principal trademark does not have many legal benefits and rights as a federally-registered trademark. If our right to use the principal trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We carry on business under the trademark "POKÉWORKS™". We use a number of registered and unregistered trade-names, trade-marks and logos to identify our brand Restaurants. You must follow our rules when you use any of the Marks. You may not use any of the Marks alone or with modifying words, designs or symbols as part of a corporate or business name or in any form on the Internet, including but not limited to URLS, domain names, e-mail addresses, locators, links, metatags or search techniques, except as we license to you. You must get our prior written approval of your company name before you file any registration

documents. Guidelines regarding proper trademark use and notices are in the Operations Manual and will be updated periodically in our discretion.

You cannot establish a website on the internet using any domain name containing the words "Pokéworks", or any variation thereof. Any website, including any social networking site, designed or used by you, which contains any of the Marks and/or logos licensed to you by us, must be approved by us in advance in writing.

You may not use our Marks with an unauthorized product or service, or in a manner not authorized in writing by us.

You must notify us within three days of when you learn about an infringement of or challenge to your use of our Marks. We will take the action necessary, in our sole discretion, to protect the unauthorized use of our Marks, which may include payment of reasonable costs associated with the action. We have the right to exclusively control any litigation or other proceeding arising out of any such infringement, challenge or claim otherwise relating to any of the Marks, and we are not obligated to protect your rights to use the Marks or protect you against any claims of infringement or unfair competition arising out of your use of Marks. We will have no obligation to defend or indemnify you if a claim against you relates to your use of the Marks in violation of the Franchise Agreement.

You must modify or discontinue the use of a Mark if we modify or discontinue its use. If this happens, we will not reimburse you for your reasonable out-of-pocket costs, if any, of changing your identifying signage at the Pokéworks Restaurant and we will not be liable for any other costs, expenses or damages you incur as a result of our decision to modify or discontinue use of the Marks. To receive reimbursement, you must have notified us immediately when you learned about the infringement or challenge and have used the Marks only in accordance with the Franchise Agreement. You must not directly or indirectly contest our right to our Marks, trade secrets or business techniques that are part of our business or the Pokéworks System.

We do not know of any infringing uses that could materially affect your use of our Marks. You should understand that there could be other businesses operating in or near the areas where you may do business or otherwise, using trademarks, trade names, or other commercial symbols similar to our Marks with superior rights to our rights. Before opening your Pokéworks Restaurant, we strongly urge you to research this possibility, using telephone directories, trade directories, Internet directories, or otherwise prior to your signing the Franchise Agreement, any other documents, or expending or paying any sums or making any commitments, in order to avoid the possibility of having to change your Pokéworks Restaurant name.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

The information contained in the Operations Manual is proprietary and is protected by copyright. The designs contained in the Marks, including the POKÉWORKS™ logo, and the layout of our advertising materials are also protected by copyright. Although we have not filed an application for copyright registration for the Operations Manual, the Marks, including the POKÉWORKS™ logo, or the advertising materials, we claim copyrights in these items. We

grant you the right to use this proprietary and copyrighted information ("**Copyright Works**") in connection with your operation of a Pokéworks Restaurant.

You must notify us within three days after you learn about another's use of language or a visual image that you perceive to be identical or substantially similar to one of our Copyright Works or if someone challenges your use of our Copyright Works. We will take whatever action we deem appropriate, in our sole discretion, to protect our rights in and to the Copyright Works.

We will indemnify, hold harmless, and reimburse you for your liability and reasonable costs in connection with defending your use of our Copyright Works. To receive reimbursement, you must have notified us within three days from the day on which you learned about the identical or substantially similar language or visual image and you must have used the Copyright Works only in accordance with the terms and conditions of the Franchise Agreement.

You must add, modify, or discontinue the use of a Copyright Work if we instruct you to do so. If this happens, we will reimburse you for your tangible cost of changing your identifying signage, but we will not be liable for any other costs, expenses, or damages you incur as a result of our decision to add, modify, or discontinue use of a Copyright Work. You must not directly or indirectly contest our rights to our Copyright Works, trade secrets, or business techniques that are part of our business.

We do not know of any infringing uses that could materially affect your use of our Copyright Works.

We will disclose certain confidential or proprietary information and trade secrets ("**Confidential Information**") to you, as we periodically deem necessary or advisable for the development of Pokéworks Restaurants during the term of the Franchise Agreement. You must agree to disclose the Confidential Information to your owners and employees only to the extent reasonably necessary and only if those individuals have agreed to maintain the information in confidence by entering into an agreement that we can enforce.

The Confidential Information is disclosed to you on the condition that you, and your owners and employees who have access to the Confidential Information, agree that during and after the term of the applicable agreement they: (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed in written or other tangible form; and (4) will adopt and implement all reasonable procedures we periodically require to prevent unauthorized use or disclosure of the Confidential Information, including requiring employees and owners who have access to the Confidential Information to execute non-competition and confidentiality agreements as we otherwise require periodically, and provide us, at our request, with signed copies of each of those agreements.

We claim proprietary rights to all confidential information, including proprietary recipes, contained in the Operations Manual. Certain information in the Operations Manual also constitutes trade secrets and is identified as such. All such information may be maintained in print or in electronic form as we deem appropriate in our discretion.

No patents or pending patent applications are material to the franchise at this time.

We own all records with respect to the customers, suppliers, and other service providers of, and related in any way to, your Pokéworks Restaurant including, without limitation, all databases (whether in print, electronic, or other form), including all names, addresses, phone numbers, e-mail addresses, customer purchase records, and all such related information, and we may use or transfer those records in any way we wish, both before and after any termination, expiration, repurchase, transfer or otherwise. (See Section 5.21 of the Franchise Agreement). We may contact any or all of your customers, suppliers and other service providers for quality control, market research and such other purposes as we deem appropriate, in our sole and absolute discretion. (See Section 5.10 of the Franchise Agreement).

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

If you are an individual, you must personally supervise the operation of the Pokéworks Restaurant at the Licensed Location. You also must attend and satisfactorily complete our Training Program. If you are a corporation, partnership or other business entity, the shareholders or partners do not need to personally supervise the operation of the Pokéworks Restaurant at the Licensed Location. However, one of the shareholders and/or partners must attend and satisfactorily complete the Training Program. We require that you also send your manager ("**Designated Manager**") to the Training Program. We require that your Pokéworks Restaurant at the Licensed Location be under the direct, on-site supervision of a Designated Manager who has successfully completed our Training Program and whom we have approved. You or the Designated Manager must work full-time at the Pokéworks Restaurant at the Licensed Location. If required by us, you agree to have the Designated Manager and other employees to whom confidential information is disclosed, to execute confidentiality agreements in a form acceptable to us. Even if you chose to employ a Designated Manager to supervise your Pokéworks Restaurant at the Licensed Location, we strongly recommend that you personally devote a substantial amount of time to the Pokéworks Restaurant. Franchisees who do not devote their full time to the managing, operation, marketing of their Pokéworks Restaurant may have lower sales, higher costs, and less name recognition than franchisees who devote their full-time attention to the business. Your day to day tasks could include managing and training employees, bookkeeping, ensuring proper customer service, ensuring smooth and efficient operations, marketing the business, and reviewing sales and food costs.

Each individual who owns, directly or indirectly, a 5% or greater interest in the franchisee entity, as well as that individual's spouse or domestic partner, must sign the Guaranty and Indemnity assuming and agreeing to discharge all obligations of the franchisee and to comply with all restrictions under the Franchise Agreement. (See **Schedule F** to the Franchise Agreement). A reduction in an owner's equity interest in the entity that holds the franchise below 5% will not affect that equity owner's status as an owner and a guarantor unless expressly agreed to by us. Certain provisions of the Franchise Agreement and the Guaranty and Indemnity restrict you, your owners, and the immediate family members (your spouse and children) of each owner from participating in a competing business. (See ITEM 17).

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale and sell all the Pokéworks Products ("**Pokéworks Products**") and services that we designate as required. You must not offer or sell any other types of products or services or operate or engage in any other type of business or profession from or through your Pokéworks Restaurant. It is essential that you sell Pokéworks Products made from confidential proprietary recipes and obtained from designated sources in order to assure the consistency and quality of the Pokéworks System and the services offered at your Pokéworks Restaurant. We have the right to change the types of authorized Pokéworks Products and services, and there are no limits on our right to do so, although we will provide you with written notice 30 days before any changes become effective. Supplies and equipment used in your Pokéworks Restaurant must be purchased from us or a vendor approved by us or meet the standards and specifications set by us from time to time in the Operations Manual. We do not impose any restrictions that would 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 agreements attached to this disclosure document.

Single Unit Franchises

Provision	Section in Franchise Agreement (unless otherwise indicated)	Summary
a. Length of the franchise term	2.1	Term extends from date on which you execute the Franchise Agreement until (i) the expiration of the site location period, in the event you have not found a suitable location and signed a lease for the Franchised Restaurant within the Site Location Period, or (ii) 10 years from the date on which you execute the Franchise Agreement.
b. Renewal or extension of the term	2.2	Your successor franchise right permits you to remain as a franchisee after the Term of the Franchise Agreement expires. If you wish to do so, and you satisfy our conditions for obtaining a Successor Term, we will offer you the right to obtain one

Provision	Section in Franchise Agreement (unless otherwise indicated)	Summary
		additional term of 10 years plus two five-year options. You may also be required by us to renovate, remodel and refurbish your restaurant as a condition precedent for renewal of the Franchise Agreement to comply with our then current standards as close to the date of renewal as possible.
c. Requirements for franchisee to renew or extend	2.2	You must: give written notice at least 180, but not more than 365 days before expiration; have complied with all material terms and conditions of your current Franchise Agreement; have paid all monetary obligations owed to us during the term of the Franchise Agreement; agree in writing to remodel your Franchised Restaurant; have the right to continue to occupy the Franchised Restaurant for at least 10 additional years; sign the then-current standard Franchise Agreement; pay the Successor Fee; execute a general release of claims against us, our parent, subsidiaries, affiliates, and related people; and you must complete the required training. You will sign a new Franchise Agreement which may have materially different terms and conditions than your original Franchise Agreement.
d. Termination by franchisee	16.16(b)	Subject to applicable state law, Franchisee may terminate the Agreement by written notice to Franchisor delivered within 60 days after the end of any fiscal year if the Annual Statements for the Franchised Restaurant for the fiscal year then ended and the preceding fiscal year delivered under Section 8.7 of the Franchise Agreement demonstrate that the Franchised Restaurant has negative earnings before interest, taxes, depreciation and amortization. In such event, Franchisee will owe no Liquidated Damages under

Provision	Section in Franchise Agreement (unless otherwise indicated)	Summary
		Section 16.16, paragraph (a), if (i) Franchisee complies with the post-termination obligations in Section 10.2 in a timely manner, (ii) complies with the post-termination obligations in Section 15 for the periods specified therein, and (iii) executes and delivers to Franchisor within 10 days after the termination becomes effective the acknowledgement of termination and release of all claims using the form attached to the Franchise Agreement as Schedule K. .
e. Termination by franchisor without cause	9.7	We may terminate your Franchise agreement after written notice to you if we determine that either (i) a law or regulation is enacted, promulgated, repealed, modified or amended, (ii) a judicial or administrative tribunal or administrative agency has issued, published or released a decision, ruling or opinion in a matter not involving the Parties directly or indirectly that we reasonably expect will affect applicable law or its interpretation, or (iii) an administrative agency, arbitrator or judge has issued an interim or final decision in a matter in which the Parties are involved directly or indirectly, which (A) frustrates or adversely affects or could reasonably be expected to affect adversely the purposes of the Franchise Agreement, (B) makes performance of the Franchise Agreement commercially impracticable, (C) effectively modifies the allocation of risk, benefits and burdens agreed by the Parties, (D) deprives any Party of its benefits of the bargain struck by the Parties, as originally set forth in the Franchise Agreement, or (E) determines that an employment or a joint employment relationship exists between us.

Provision	Section in Franchise Agreement (unless otherwise indicated)	Summary
f. Termination by franchisor with cause	9.2 - 9.4	We can terminate if you are in default of any of the listed provisions.
g. "Cause" defined – curable defaults	9.4	Failing to file reports on time that are more than five days late on two (2) or more occasions, operating in a hazardous manner after receiving a notice to correct such actions from any governmental body, us or the landlord, failure to pay amounts due Franchisor within five (5) days after a demand for payment or fails to honor on two (2) or more occasions checks presented for payment or repeatedly and consistently pays any amount due after its due date.
h. "Cause" defined – non-curable defaults	9.2, 9.3 and 9.4	Failure to fulfill the terms of the Franchise or other agreements, filing bankruptcy, assigning franchise without prior consent, abandoning the Pokéworks Restaurant.
i. Franchisee's obligations on termination/non-renewal	10.2, 10.3, 10.4, 10.8, 10.11, 10.12, 10.15 (Section 8 of Application); 16.16	Obligations include: you must stop using the Marks, pay all amounts owed to us and the landlord, provide accounting, cancel trademark registrations, pay Liquidated Damages.
j. Assignment of contract by franchisor	12.9	We are unrestricted in our right to assign your contract.
k. "Transfer" by franchisee – definition	12.1(a), 12.2(a), 12.7	Transfer includes granting a security interest, subletting the premises, or granting a license to use any part of the premises.
l. Franchisor approval of transfer by franchisee	12.1(a), 12.1(b) 12.4, 12.7	You may transfer the franchise if you meet the criteria set out in the Franchise Agreement, and you secure our reasonable consent.
m. Conditions for franchisor approval of transfer	12.2, 12.3, 12.4, 12.7	Transfer must be of all or substantially all of your assets or all of the shares of the franchisee, you must not be in default, you must pay transfer fee, the assignee must

Provision	Section in Franchise Agreement (unless otherwise indicated)	Summary
		qualify as a franchisee and current agreements, assignee must give guarantee and attend training, release must be given by you, landlord must consent; a new Franchise Agreement must be executed upon transfer. We reserve the right to require transferring franchisees to use and pay for the services of a third-party escrow service designated or approved by us.
n. Franchisor's right of first refusal to acquire franchisee's business	12.5	We can match any offer for your business.
o. Franchisor's option to purchase franchisee's business	10.4, 10.5	Upon termination of your franchise agreement, we may purchase any part of your business and receive an assignment of your interest in leases of equipment or the premises.
p. Death or disability of franchisee	13.2	Your rights may be transferred to your heirs if you have our prior written consent and in accordance with the rules regarding transfers.
q. Non-competition covenants during the term of franchise	15.1(a), 15.1(c), 15.2	You must not (i) be involved in the operation of any other business which consists substantially of the sale of poké, Hawaiian cuisine or sushi food items as its main product line, subject to applicable state law, (ii) solicit for employment any employee of Franchisor or its affiliates, subject to applicable state law.
r. Non-competition covenants after the franchise is terminated or expires	15.1(b), 15.1(c), 15.2	For two (2) years, you must not (i) be involved in the operation of any other business which consists substantially of the sale of poké, Hawaiian cuisine or sushi food items as its main product line and which is located within your territory or within 10 miles of any Pokéworks franchise, subject to applicable state law, (ii) solicit for employment any employee

Provision	Section in Franchise Agreement (unless otherwise indicated)	Summary
		of Franchisor or its affiliates, subject to applicable state law.
s. Modification of agreement	16.1, 16.5	All modifications/waivers must be in writing, though we may adjust operating standards in accordance with the franchise agreement and/or in the Operations Manual.
t. Integration/merger clause	16.5	Only the Franchise Agreement applies (subject to state and federal law); all other agreements or promises not enforceable. Nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments. Any representations or promises outside of the Franchise Disclosure Document and the franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	16.14	Disputes will be resolved by a single arbitrator, subject to applicable state law.
v. Choice of forum	16.14	Los Angeles, California (except as provided in a state specific Addendum), subject to applicable state law.
w. Choice of law	16.2	Delaware law applies (except as provided in a state specific Addendum), subject to applicable state law.

Multiple Unit Development Agreement

Provision	Section in Multiple Unit Development Agreement (unless otherwise indicated)	Summary
a. Length of the Term of the Multiple Unit Development Agreement	Section II	The term of the Multiple Unit Development Agreement will be negotiated by the parties.
b. Renewal or extension of the term	Section II	Any subsequent term must be negotiated by the parties. You must be in good standing to extend your rights under the Multiple Unit Development Agreement.
c. Requirements for multiple unit franchisee to renew or extend	None	
d. Termination by franchisee	None	Not applicable, subject to applicable state law.

Provision	Section in Multiple Unit Development Agreement (unless otherwise indicated)	Summary
e. Termination by franchisor without cause	Section VII	We may terminate your Multiple Unit Development Agreement after written notice to you if we determine that either (i) a law or regulation is enacted, promulgated, repealed, modified or amended, (ii) a judicial or administrative tribunal or administrative agency has issued, published or released a decision, ruling or opinion in a matter not involving the Parties directly or indirectly that we reasonably expect will affect applicable law or its interpretation, or (iii) an administrative agency, arbitrator or judge has issued an interim or final decision in a matter in which the Parties are involved directly or indirectly, which (A) frustrates or adversely affects or could reasonably be expected to affect adversely the purposes of the Multiple Unit Development Agreement, (B) makes performance of the Multiple Unit Development Agreement commercially impracticable, (C) effectively modifies the allocation of risk, benefits and burdens agreed by the Parties, (D) deprives any Party of its benefits of the bargain struck by the Parties, as originally set forth in the Multiple Unit Development Agreement, or (E) determines that an employment or a joint employment relationship exists between us.
f. Termination by franchisor with cause	Section VII	Pokéworks can terminate you only if you are in default.
g. "Cause" defined – curable defaults	None	
h. "Cause" defined – non-curable defaults	Section VII	Failure to comply with Development Schedule, failure to comply with any obligations in the Multiple Unit Development Agreement.
i. Franchisee's obligations on termination/ non-renewal	Section XI	Non-competition.
j. Assignment of contract by franchisor	Section VIII.A	No restriction on our right to assign.

Provision	Section in Multiple Unit Development Agreement (unless otherwise indicated)	Summary
k. "Transfer" by franchisee – defined	Section VIII.B	Includes transfer of contract, assets, any Franchise Agreement or ownership change.
l. Franchisor's approval of transfer by Multiple Unit franchisee	Section VIII.B	Pokéworks must approve all transfers and Pokéworks has right of first refusal on all proposed transfers.
m. Conditions for franchisor's approval of transfer	Section VIII.B	Paid up, not in default, release signed, transfer fee paid, transferee is approved, signs current Multiple Unit Development Agreement and attends training, etc. (See also r., below). We reserve the right to require transferring franchisees to use and pay for the services of a third-party escrow service designated or approved by us.
n. Franchisor's right of first refusal to acquire franchisee business	Section VIII.B.5	Pokéworks may match any bona fide offer for your development rights.
o. Franchisor's option to purchase franchisee business	Section VIII.B.5	Pokéworks may match any bona fide offer for your development rights.
p. Death or disability of franchisee	None	
q. Non-competition covenants during the term of the franchise	Section XI	You must not (i) be involved in the operation of any other business which consists substantially of the sale of poké, Hawaiian cuisine or sushi food items as its main product line, subject to applicable state law, (ii) solicit for employment any employee of Franchisor or its affiliates, subject to applicable state law.

Provision	Section in Multiple Unit Development Agreement (unless otherwise indicated)	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section XI.B	For two (2) years, you must not (i) be involved in the operation of any other business which consists substantially of the sale of poké, Hawaiian cuisine or sushi food items as its main product line and which is located within 50 miles of the Development Territory or the location of any Multiple Unit Developer, company-owned restaurant, or Franchised Restaurant under the System which exists on the date of expiration or termination of the agreement, subject to applicable state law, (ii) solicit for employment any employee of Franchisor or its affiliates, subject to applicable state law.
s. Modification of the Agreement	Section XII	Modifications only upon written agreement of the parties.
t. Integration/merger clause	Section XII	Only the Multiple Unit Development Agreement applies (subject to state and federal law). Nothing in the Multiple Unit Development Agreement is intended to disclaim the express representations in the Franchise Disclosure Document, its exhibits and amendments. Any representations or promises outside of the Franchise Disclosure Document and Multiple Unit Development Agreement may not be enforceable.

Provision	Section in Multiple Unit Development Agreement (unless otherwise indicated)	Summary
u. Dispute resolution by arbitration or mediation	Section XXI	Arbitration under United Nations Commission on International Trade Law commercial arbitration rules in Los Angeles, California (subject to applicable state law)
v. Choice of forum	Section XVIII	Los Angeles, California (except as provided in a state specific Addendum), subject to applicable state law.
w. Choice of law	Section XVIII	Delaware law applies (except as provided in a state specific Addendum), subject to applicable state law.

ITEM 18
PUBLIC FIGURES

We may have arrangements with local and national chefs who appears on various culinary oriented television shows, in which they are compensated for endorsements and for their consulting arrangements with us regarding culinary development, consumer and franchise marketing and store openings and management. Such chefs are not investors in BRG, us or any Affiliate, and they do not participate in management of our business or any Affiliate's business.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

2020 Historical Financial Performance
Of Certain Company-Operated and Franchised Pokéworks Restaurants

In 2020, most Pokéworks Restaurants operated according to standard procedures in all locations in January and February, which include on-premises dining, take-out counter service and delivery service. In mid-March 2020, all but one Company restaurants (owned and operated

by BRG and our Affiliates) and most franchised restaurants closed in response to the COVID-19 pandemic and were subject to local restrictions that prevented operation according to our standard pre-pandemic procedures. As of December 31, 2020, there were a total of 49 franchised Pokéworks Restaurants. Of these, ten Franchised Restaurants were open and operating from January 2020 to December 2020, while all other Franchised Restaurants were subject to the closures described above.

The tables below show the performance of the open Company-owned and Franchised Restaurants for comparable periods in 2020. The tables are organized to show the time periods and number of Pokéworks Restaurants that were open and operating. Some open Pokéworks Restaurants offered limited seating in compliance with social distancing requirements. Other Pokéworks Restaurants were closed or had their operations severely restricted by local requirements, mostly to take out and delivery services.

The performance information does not present franchise fees, selling, general and administrative expenses, occupancy costs such as utilities and rent, taxes, insurance, and other expenses. Net profit is not presented. The definition of gross sales described in Item 6 applies below.

Table 1 includes the data for the Company-owned Pokéworks Restaurant open and operating generally according to standard procedures for nine full months of 2020. This Company-owned Pokéworks Restaurants had average gross sales of $1,020,743 during that period. The monthly average gross sales for this period were $113,416.

Table 2 includes the data for the Franchisee-owned Pokéworks Restaurants open and operating generally according to standard procedures in January through December 2020. These Franchisee-owned Pokéworks Restaurant had average gross sales of $754,753, with a monthly average of $62,896. Of these Franchisee-owned Restaurants, three (3) Franchisee-owned Restaurant (or 30.00%) met or exceeded the average gross sales set forth in Table 1 for January to December 2020. Median gross sales for these Franchisee-owned Restaurants during this period was $613,820, with a monthly median gross sales of $51,152. Gross sales during these months ranged from $490,095 to $1,547,078.

Table 1
Financial Performance of Certain Company-Owned Location

	Nine Full Months		**Monthly Average**	
Company-Owned Restaurants	1		1	
		Percent of Gross Sales		Percent of Gross Sales
Average Gross Sales	$1,020,743	100.00%	$ 113,416	100.00%
Food Cost + Supplies & Materials	$ 318,714	31.22%	$ 35,413	31.22%
Labor Cost	$ 266,066	26.07%	$ 29,563	26.07%
Highest Gross Sales in Range	$1,020,743		$ 113,416	
Lowest Gross Sales in Range	$1,020,743		$ 113,416	
Median Gross Sales	$1,020,743		$ 113,416	

Table 2
Financial Performance of Certain Franchisee-Owned Locations

	January to December 2020		**Monthly Average**	
Franchised-Owned Restaurants	10		10	
		Percent of Gross Sales		Percent of Gross Sales
Average Gross Sales	$754,753	100.00%	$62,896	100.00%
Food Cost + Supplies & Materials	$239,416	31.72%	$19,951	31.72%
Labor Cost	$194,321	25.75%	$16,193	25.75%
Highest Gross Sales in Range	$1,547,078		$128,923	
Lowest Gross Sales in Range	$490,095		$40,841	
Median Gross Sales	$613,820		$51,152	

Notes

(1) "**Average Gross Sales**" is defined as total Gross Sales (all revenue generated by the Pokéworks Restaurant, not including any sales tax collected) less discounts taken at the point of sale, such as the value of promotional and complimentary products during the specified period.

(2) "**Food Cost + Supplies & Materials**" is defined as the total cost of ingredients related to food and beverages, all paper and packing associated with food sales and excludes guest supplies, merchant fees and cleaning supplies.

(3) "**Labor Cost**" includes all store level wages, payroll taxes, benefits, and bonuses, including salaried manager compensation. This line does not include owner draw or compensation if the owner is not the manager of the Store.

(4) We do not provide information regarding other costs like store level operating expenses, Royalty Fees and Marketing Fund Contributions. The Financial Performance Representations (Earnings Claims) figures in this Item 19 do not reflect other operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Pokéworks Restaurant. Franchisees or former franchisees listed in this Disclosure Document may be one source of this information.

Some outlets have sold the amounts stated. Your individual results may differ. There is no assurance you will sell as much.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Company-owned Pokéworks Restaurants are substantially similar to the franchised outlets offered in this Disclosure Document. However, due to factors such as quantity discounts for goods and services, franchisor approval costs, reduced training and labor costs, and insurance discounts, your costs of operation may be higher than the costs incurred by our Affiliates which operate the company-owned Pokéworks Restaurants. Your accountant can help you develop your own estimated operational costs.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to franchisor's management by contacting Wen Wei at 220 Technology Dr. #120, Irvine, California 92618, (949) 398-7339, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary
For Years 2018-2020

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchisee-Owned	2018	4	21	+17
	2019	21	40	+19
	2020	40	49	+9
Company-Owned*	2018	11	11	0
	2019	11	8	-3
	2020	8	8	0
Total Outlets	**2018**	**15**	**32**	**+17**
	2019	**32**	**48**	**+16**
	2020	**48**	**57**	**+9**

*Figures do not include company-owned outlet located in British Columbia, Canada.

Table No. 2

Transfers of Franchised Outlets from Franchisees to New Owners (other than Franchisor) For Years 2018-2020

State	Year	Number of Transfers
Connecticut	2018	0
	2019	0
	2020	2
Texas	2018	0
	2019	3
	2020	0
TOTAL	**2018**	**0**
	2019	**3**
	2020	**2**

Table No. 3

Status of Franchised Outlets For Years 2018-2020

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By The Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Arizona	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	1	0
California	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	1	0	0	0	0	2
Connecticut	2018	0	1	0	0	0	0	1
	2019	1	2	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By The Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	2020	3	0	0	0	0	0	3
District of Columbia	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
Florida	2018	0	1	0	0	0	0	1
	2019	1	2	0	0	0	0	3
	2020	3	1	0	0	0	0	4
Georgia	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	1	0	0	0	0	2
Idaho	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
Illinois	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
Louisiana	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Maryland	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Massachusetts	2018	1	1	0	0	0	0	2
	2019	2	1	0	0	0	0	3
	2020	3	0	0	0	0	0	3
Michigan	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Nebraska	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By The Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
New Jersey	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
New York	2018	0	1	0	0	0	0	1
	2019	1	3	0	0	0	0	4
	2020	4	0	0	0	0	0	4
North Carolina	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Ohio	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	1	0
	2020	0	0	0	0	0	0	0
Pennsylvania	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	1	0
	2020	0	0	0	0	0	0	0
Rhode Island	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Tennessee	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Texas	2018	2	6	0	0	0	0	8
	2019	8	4	0	0	0	0	12
	2020	12	3	0	0	0	0	15
Vermont	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Virginia	2018	1	1	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	1	0	0	0	0	3
Wisconsin	2018	0	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By The Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
TOTAL	**2018**	**4**	**17**	**0**	**0**	**0**	**0**	**21**
	2019	**21**	**21**	**0**	**0**	**0**	**2**	**40**
	2020	**40**	**10**	**0**	**0**	**0**	**1**	**49**

Table No. 4

Status of Company-Owned Outlets For Years 2018-2020

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2018	4	0	0	0	0	4
	2019	4	0	0	1	0	3
	2020	3	0	0	0	0	3
Illinois	2018	2	0	0	0	0	2
	2019	2	0	0	2	0	0
	2020	0	0	0	0	0	0
New York	2018	3	0	0	0	0	3
	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
Washington	2018	2	0	0	0	0	2
	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
TOTAL	**2018**	**11**	**0**	**0**	**0**	**0**	**11**
	2019	**11**	**0**	**0**	**3**	**0**	**8**
	2020	**8**	**0**	**0**	**0**	**0**	**8**

Table No. 5

Projected Openings as of December 31, 2020

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Current Fiscal Year
Arizona	1	1	0
California	1	1	0
New York	1	1	0
Tennessee	2	2	0
Texas	6	6	0
Washington	1	1	0
TOTAL	**12**	**12**	**0**

As of the date of this Franchise Disclosure Document, we do not own and operate any company-owned Pokéworks Restaurants. However, our Affiliates own and operate company-owned Pokéworks Restaurants. See **Exhibit E** for a list of the company-owned Pokéworks Restaurants and **Exhibit F** for a list of the franchised Pokéworks Restaurants within our System in the United States, including franchised Restaurants that are open, under development with identified locations and committed to be developed but without approved locations as of December 31, 2020 by franchisees and multiple unit developers.

The name and last known address and telephone number of every franchisee who, during the last fiscal year ended, had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement, or who has not communicated with us within 10 weeks of this Franchise Disclosure Document, is listed on **Exhibit I**. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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.

There are no trademark-specific franchisee organizations associated with the franchise system.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Franchise Disclosure Document as **Exhibit A** are our audited consolidated financial statements including BFGI for the fiscal years ended December 31, 2018, December 31, 2019, and December 31, 2020. Our fiscal year ends December 31.

ITEM 22
CONTRACTS

Exhibit B Franchise Agreement:

Schedule A:	Licensed Location, Initial Franchise Fee, and Designated Manager
Schedule B:	Territory
Schedule C:	Acknowledgment
Schedule D:	Addendum to Lease
Schedule E:	Request for Pre-Authorized Payments
Schedule F:	Guaranty and Indemnity
Schedule G:	Shareholders/Members/Partners
Schedule H:	Address for Notice
Schedule I:	Collateral Assignment of Telephone Numbers, Addresses and Listings
Schedule J:	Statement of Franchisee
Schedule K:	Form of General Release for Termination and Renewal
Schedule L:	SBA Addendum
Schedule M:	Limited Access Location Addendum

Exhibit C Multiple Unit Development Agreement:

Attachment A:	Description of Development Territory
Attachment B:	Development Schedule
Attachment C:	Guaranty
Attachment D:	Statement of Shareholders/Members/Partners

ITEM 23
RECEIPTS

Exhibit J contains two (2) detachable pages acknowledging the receipt of the Franchise Disclosure Document by you. One copy is for your records, and one copy must be signed and dated by you and returned to us.

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EXHIBIT A
FINANCIAL STATEMENTS

BEYOND FRANCHISE GROUP LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2020 AND 2019

FINEMAN WEST & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS ADVISORS

MEMBER **TIAG®**
A WORLDWIDE NETWORK OF QUALITY ACCOUNTING FIRMS

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FINEMAN WEST & COMPANY

INDEPENDENT AUDITORS' REPORT

To the Member
Beyond Franchise Group LLC
Irvine, California

We have audited the accompanying financial statements of Beyond Franchise Group LLC (a Limited Liability Company), which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of income and member's deficit, and 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 the 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 audits. We conducted our audits 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.

801 S. Figueroa Street, Suite 1000
Los Angeles, CA 90017
213.688.9898 tel
fwllp.com

FINEMAN WEST & COMPANY

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Beyond Franchise Group LLC as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Fineman West & Co. LLP

Los Angeles, California
February 22, 2021

BEYOND FRANCHISE GROUP LLC
BALANCE SHEETS
DECEMBER 31, 2020 AND 2019

ASSETS

	2020	2019
CURRENT ASSETS		
Cash	$ 205,724	$ 58,697
Restricted cash	5,992	5,992
Accounts receivable	388,821	201,638
Prepaid expenses and other current assets	47,788	44,551
Deferred franchise costs, current	47,938	56,231
Total Current Assets	696,263	367,109
PROPERTY AND EQUIPMENT, net of accumulated depreciation	1,378	1,859
OTHER ASSETS		
Notes receivable	114,573	-
Deferred franchise costs, net of current portion	690,524	688,172
Total Other Assets	805,097	688,172
Total Assets	$ 1,502,738	$ 1,057,140

LIABILITIES AND MEMBER'S DEFICIT

CURRENT LIABILITIES		
Accounts payable	$ 47,738	$ 88,457
Accrued expenses	14,212	96,289
Deferred revenue, current	159,792	187,439
Total Current Liabilities	221,742	372,185
NON-CURRENT LIABILITIES		
Due to related party, net	662,034	713,752
Deferred revenue, net of current portion	2,687,390	2,668,972
Total Non-Current Liabilities	3,349,424	3,382,724
Total Liabilities	3,571,166	3,754,909
CONTINGENCIES		
MEMBER'S DEFICIT	(2,068,428)	(2,697,769)
Total Liabilities and Member's Deficit	$ 1,502,738	$ 1,057,140

See accompanying independent auditors' report
and notes to financial statements

BEYOND FRANCHISE GROUP LLC
STATEMENTS OF INCOME AND MEMBER'S DEFICIT
YEARS ENDED DECEMBER 31, 2020 AND 2019

	2020	2019
REVENUES		
Franchise fees	$ 156,729	$ 158,908
Royalties	1,080,248	1,508,366
Technology fees	85,190	68,303
Marketing fund revenue	286,552	363,330
Other	3,900	-
Total Revenues	1,612,619	2,098,907
OPERATING EXPENSES		
Selling and general and administrative	731,278	841,790
Total Operating Expenses	731,278	841,790
NET INCOME	881,341	1,257,117
MEMBER'S DEFICIT, beginning	(2,697,769)	(1,958,885)
DISTRIBUTIONS	(252,000)	(1,996,001)
MEMBER'S DEFICIT, ending	$ (2,068,428)	$ (2,697,769)

See accompanying independent auditors' report
and notes to financial statements

BEYOND FRANCHISE GROUP LLC
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2020 AND 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 881,341	$ 1,257,117
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	481	545
Bad debt expense	32,329	-
Deferred revenue - initial franchise fee	(156,729)	(158,908)
Changes in operating assets and liabilities		
Accounts receivable	(334,085)	(53,886)
Deferred franchise costs	5,941	(280,290)
Prepaid expenses and other current assets	(3,237)	(15,308)
Accounts payable	(40,719)	40,509
Accrued expenses	(82,077)	85,039
Deferred revenue - initial franchise fee	147,500	690,833
Net Cash Provided by Operating Activities	450,745	1,565,651
CASH FLOWS FROM INVESTING ACTIVITIES		
Acquisition of property and equipment	-	(2,403)
Net Cash Used by Investing Activities	-	(2,403)
CASH FLOWS FROM FINANCING ACTIVITIES		
Due to related party	(51,718)	331,312
Member distributions	(252,000)	(1,996,001)
Net Cash Used in Financing Activities	(303,718)	(1,664,689)
NET (DECREASE) INCREASE IN CASH AND RESTRICTED CASH	147,027	(101,441)
CASH AND RESTRICTED CASH, beginning	64,689	166,130
CASH AND RESTRICTED CASH, ending	$ 211,716	$ 64,689
SUPPLEMENTAL DISCLOSURE OF NON-CASH FLOW INFORMATION		
Conversion of accounts receivable to notes receivable	$ 114,573	$ -

See accompanying independent auditors' report
and notes to financial statements

1 - ORGANIZATION AND NATURE OF BUSINESS

Nature of Operations

Beyond Franchise Group LLC (the "Company") was organized in the state of California on March 25, 2016 (inception) and is a wholly owned subsidiary of Beyond Restaurant Group LLC ("BRG" or "Parent"). The operating results could vary significantly if it operated independently of the Parent. Accordingly, this affiliation and other related party disclosures must be taken into consideration in reviewing the financial statements.

The Company is a franchisor of a retail quick service restaurant using the trademark "Pokeworks" selling Hawaiian poke as well as a variety of related menu items.

The Company has the following affiliates, each owned by the Parent: Beyond Restaurant Group LLC; Beyond Restaurant Group CA LLC; Beyond Restaurant Group Irvine LLC; Beyond Restaurant Group Riverview LLC; Poke Fresh NY, LLC; Pokeworks NY2 LLC; Pokeworks NY3 LLC; Pokeworks Seattle LLC; and Beyond Restaurant Group WA, LLC; Pokeworks Restaurant BC Limited; and Beyond Franchise Group International, LLC. Nine of these affiliates are Company owned Pokeworks restaurants.

The following table summarizes the Company's franchise activity:

	For the Year Ended December 31, 2020	For the Year Ended December 31, 2019
Opened franchises at the beginning of the period	40	21
Franchises opened	10	21
Franchises closed	(1)	(2)
Open franchises at the end of the period	49	40
Franchises sold but not yet in operation	113	120

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”).

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

Revenue from contracts with customers consist primarily of revenues from initial and renewal franchise fees and upfront fees from development agreements and international territory agreements, royalties, marketing fund contributions, technology fee, and product sales.

Initial Franchise Fees

Our performance obligations under franchise agreements consist of (a) a franchise license, (b) pre-opening services, such as training, and (c) ongoing services, such as management of the marketing fund, development of training materials and menu items and restaurant monitoring. These performance obligations are highly interrelated so are not considered to be individually distinct and therefore are accounted for as a single performance obligation, which is satisfied by providing a right to use intellectual property over the term of each franchise agreement.

Initial franchise fees are payable by the franchisee prior to the restaurant opening. Additionally, under ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, initial franchise fees are recognized as revenue on a straight-line basis over the term of the respective franchise agreement. Upon the closure of a franchised location, the Company recognizes the unamortized portion of deferred revenue as franchisee fee income. At December 31, 2020, one franchised location closed operations, resulting in the decrease in deferred revenue and increase in franchisee fees amounting to $27,708. At December 31, 2019, two franchised locations closed operations, resulting in the decrease in deferred revenue and increase in franchisee fees amounting to $58,208.

Previously, initial franchise fees collected by the Company were recognized as revenue when all material services and conditions required to be performed by the Company have been substantially completed, which is generally when the franchise commences operations or upon termination of the agreement(s) between the Company and the franchisee. Initial franchise fees collected by the Company before all material services and conditions are substantially performed are recorded as deferred initial franchise fees. These franchise fees are non-refundable. At December 31, 2020 and 2019, deferred revenues amounted to $2,847,182 and $2,856,411, respectively.

Royalties

In accordance with the franchise agreements, the Company collects a 6% royalty fee based on a percentage of franchisees' gross sales. Royalties are recognized as revenue when earned.

Marketing Fund

The Company collects a 1.5% marketing fee, which is based on a percentage of franchisees' gross sales. These funds may only be spent in accordance with the franchise agreement. Unused advertising and fees collected are recorded as deferred revenue on the balance sheets and are held for future use.

Technology Fee

The Company collects a $200 monthly fee for the use of a software bundle and overall technological infrastructure support. These fees are recognized on a monthly basis as services are provided.

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Concentration of Credit Risk

The Company grants credit in the normal course of business to franchisees in the United States. The Company periodically performs credit analysis and monitors the financial condition of its franchisees to reduce credit risk.

As of December 31, 2020, 49 franchisees accounted for 100% of total accounts receivable and 100% of total revenues for the year ended December 31, 2020.

As of December 31, 2019, 40 franchisees accounted for 100% of total accounts receivable and 100% of total revenues for the year ended December 31, 2019.

Deferred Franchise Costs

Deferred franchise costs consist of amounts paid as commissions to brokers who assist in locating, evaluating, and signing new franchisees to agreements with the Company. Commencing January 1, 2019, franchise costs are recognized as an expense on a straight-line basis over the term of the respective franchise agreement. Previously, these costs were recognized when the related initial franchise revenue is recognized.

Advertising Costs

The Company expenses advertising costs as incurred. For the years ended December 31, 2020 and 2019, advertising expense amounted to $430,324 and $457,054, respectively (see Note 4).

Income Taxes

The Company has elected to be treated as a partnership for income tax purposes. Accordingly, taxable income and losses of the Company are reported on the income tax returns of the Company's member, and no provision for income taxes has been recorded on the accompanying financial statements.

Accounting standards require a more-likely-than-not measurement methodology to reflect the financial statement impact of tax positions taken or expected to be taken on a tax return. If taxing authorities were to disallow any tax positions taken by the Company, the additional income taxes, if any, would be imposed on the member rather than the Company. Accordingly, there would be no effect on the Company's financial statements.

If incurred, interest and penalties associated with tax positions are recorded in the period assessed as operating expenses. No interest or penalties have been assessed as of December 31, 2020 and 2019.

Beginning January 1, 2019, new rules will apply to IRS audits of partnerships and LLCs that are taxed as partnerships. Under these rules, adjustments resulting from an IRS audit of the partnership may be assessed at the partnership level.

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

Management uses estimates and assumptions in preparing its financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Cash

The Company considered all highly liquid instruments purchased with an original maturity of three months or less to be cash. The Company continually monitors its positions with, and the credit quality of, the financial institutions with which it invests.

Accounts Receivable

Accounts receivable represent amounts due from franchisees for various fees. A provision for uncollectible amounts is continually reviewed and adjusted to maintain the allowance at a level considered adequate to cover losses. The allowance is management's best estimate of uncollectible amounts and is determined based on historical performance that is tracked by the Company on an ongoing basis. The losses ultimately incurred could differ materially in the near term from the amounts estimated in determining the allowance. As of December 31, 2020 and 2019, management determined that no allowance for doubtful accounts was necessary.

Property and Equipment

Property and equipment are stated at cost. Depreciation is provided using the straight-line method over the following estimated useful lives of the assets:

Machinery and equipment	3-7 years
Computers	3-5 years

Expenditures for replacements and betterments are capitalized, while repairs and maintenance are charged to expense as incurred.

Impairment of Long-Lived Assets

The Company evaluates long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. If the estimated future cash flows (undiscounted and without interest charges) from the use of an asset are less than the carrying value, an impairment charge would be recorded to reduce the related assets to its estimated fair value. To date, no impairment charge has been recorded.

Reclassification of Prior Year Presentation

Certain amounts as of and for the year ended December 31, 2019 have been reclassified for consistency with the current year presentation. The reclassifications had no effect on previously reported results of operations or retained earnings.

During 2020, the Company reduced both deferred revenue and deferred franchise costs by $147,500.

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Recently Adopted Accounting Pronouncements

In November 2016, the Financial Accounting Standards Board (the "FASB") issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*. The update aims to reduce diversity in practice by clarifying that a statement of cash flows should explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents; therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The amendments in the update are effective for private companies in 2019, with early adoption permitted. All prior-period restricted cash balances are presented retrospectively in the statements of cash flows. The Company adopted this ASU January 1, 2019, and there was no impact on the Company's financial statements.

In May 2014, the Financial Accounting Standards Board (the "FASB") issued ASU No. 2014-09, *Revenue from Contracts with Customers*. This ASU is a comprehensive new revenue recognition model that requires a company to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. This update is effective for annual reporting periods beginning after December 15, 2018, with early adoption permitted. The Company adopted this ASU on January 1, 2018 using the full retrospective approach and accordingly, has adjusted all prior periods reported for the effect of this new guidance. The new revenue guidance does not have an impact on the recognition of revenue from company-operated restaurants or royalty revenue and development fees from franchisees and licensees. Additionally, the new revenue guidance does not impact the revenue recognized from gift cards. The new guidance does impact the revenue recognition of initial franchise and license fees. Previously, the Company recognized the initial franchise or license fee as revenue when the restaurant opened.

Under the new guidance, the Company has identified separate performance obligations over the term of the contract and will recognize revenue as those performance obligations are satisfied. These performance obligations include rights to use trademarks and intellectual property, initial training and other operational support visits.

3 - NOTES RECEIVABLE

Due to the COVID-19 outbreak, state and local governments imposed stringent restrictions and guidelines on indoor and outdoor dining. Which in turn forced various franchisees to temporary suspend operations resulting in certain franchisees falling behind on their royalty payments. For those franchisees that were experiencing financial hardship, the Company converted their accounts receivable balances due into notes receivable.

During 2020, a combined total of ten franchisees entered into note agreements amounting to approximately $165,000. The payments term ranges from approximately $500 to $11,000 per month, depending on the outstanding balance for each franchisor. These notes bear an interest rate of 6% and have various maturing dates. At December 31, 2020, total amount outstanding on note receivable amounted to $114,573.

4 - RELATED PARTY TRANSACTIONS

Due to Related Party and Advertising Costs

The Company receives management services from BRG on an as-needed basis and is billed by BRG based on the actual incurred cost. As a result, the Company has no employees and no payroll expenses. In addition, BRG allocates a portion of advertising and marketing expenses to the Company based on a percentage of corporate owned and franchised restaurants. For the years ended December 31, 2020 and 2019, advertising expense amounted to $430,324 and $457,054, respectively. At December 31, 2020 and 2019, total amount due to BRG and affiliates amounted to $730,547 and $782,968, respectively.

During 2020 and 2019, the Company received funds from Beyond Franchise Group International, LLC (BFGI) (related party through common ownership). At December 31, 2020 and 2019, amount due from BFGI amounted to $68,513 and $69,216, respectively.

Royalty Agreement

The Company entered into a non-exclusive, royalty-free license agreement with BRG to utilize certain Pokeworks trademarks and logos in connection with franchising, establishing, and operating Pokeworks franchises in the United States of America and Canada. The agreement expires on June 1, 2036.

5 - CONTINGENCIES

Litigation

In the normal course of business, the Company may be party to litigation from time to time. The Company maintains insurance to cover certain actions and believes that resolution of such litigation will not have a material adverse effect on the Company.

6 - CORONAVIRUS (COVID 19)

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.

As a result of the coronavirus pandemic (COVID-19) which is ongoing and dynamic in nature, economic uncertainties have arisen which are likely to negatively impact the Company’s operating results. Consumer spending has been impacted throughout the year as a result of COVID-19 and the related government restrictions and guidelines. For the year ended December 31, 2020, COVID-19 did adversely impact on the Company’s business, operating results and financial condition. Since the extent and duration of the COVID-19 crisis still remains uncertain, the related future financial impact to the Company cannot be reasonably estimated.

7 - MANAGEMENT PLANS

For the years ended December 31, 2020 and 2019, the Company's net income amounted to $881,341 and $1,257,117, respectively. The decrease in net income of 29.9% is due to the impact of COVID-19. In addition, as of December 31, 2020, the Company had negative capital amounting to ($2,068,428). Before any responsive management action plans are considered or implemented, these conditions raise substantial doubt about the Company's ability to continue as a going concern.

The Company will limit the amount of future distributions to build up the Company's capital account.

Management believes that limiting distributions and managing its liquidity will assist the Company to meet its liability obligations for the 12-month period following the issuance of these financial statements. Although it is not certain that these efforts will be successful, management has determined that the actions that it has are sufficient to mitigate the uncertainty and has therefore prepared the financial reporting on a going concern basis.

8 - SUBSEQUENT EVENTS

Management has performed an analysis of the activities and transactions subsequent to December 31, 2020 to determine the need for any adjustments to and/or disclosure, within the financial statements for the year ended December 31, 2020. Management has performed their analysis through February 22, 2021, which was the date the financial statements were available to be issued.

BEYOND FRANCHISE GROUP LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2019 AND 2018

FINEMAN WEST & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS ADVISORS

MEMBER TIAG®
A WORLDWIDE NETWORK OF QUALITY ACCOUNTING FIRMS

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Beyond the Numbers

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& COMPANY

INDEPENDENT AUDITORS' REPORT

To the Member
Beyond Franchise Group LLC
Irvine, California

We have audited the accompanying financial statements of Beyond Franchise Group LLC (a Limited Liability Company), which comprise the balance sheets as of December 31, 2019 and 2018, and the related statements of income and member's deficit, and 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 the 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 audits. We conducted our audits 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.

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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Beyond Franchise Group LLC as of December 31, 2019 and 2018, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As discussed in Note 2 to the financial statements, the Company has changed its method of accounting for revenue during the year ended December 31, 2019 due to the adoption of the Accounting Standard Codification 606, "*Revenue from Contracts with Customers*".

Fineman West & Co. LLP

Los Angeles, California
March 11, 2020

Fineman West & Company
Certified Public Accountants

BEYOND FRANCHISE GROUP LLC
BALANCE SHEETS
DECEMBER 31, 2019 AND 2018

ASSETS	2019	2018
CURRENT ASSETS		
Cash	$ 58,697	$ 160,138
Restricted cash	5,992	5,992
Accounts receivable	201,638	147,753
Prepaid expenses and other current assets	44,551	29,243
Deferred franchise costs, current	56,231	51,143
Total Current Assets	367,109	394,269
PROPERTY AND EQUIPMENT, net of accumulated depreciation	1,859	-
OTHER ASSETS		
Deferred franchise costs, net of current portion	835,672	560,470
Total Other Assets	835,672	560,470
Total Assets	$ 1,204,640	$ 954,739
LIABILITIES AND MEMBER'S DEFICIT		
CURRENT LIABILITIES		
Accounts payable	$ 88,457	$ 47,948
Accrued expenses	96,289	11,250
Deferred revenue, current	187,439	158,908
Total Current Liabilities	372,185	218,106
NON-CURRENT LIABILITIES		
Due to related party, net	713,752	382,440
Deferred revenue, net of current portion	2,816,472	2,313,078
Total Non-Current Liabilities	3,530,224	2,695,518
Total Liabilities	3,902,409	2,913,624
COMMITMENTS AND CONTINGENCIES		
MEMBER'S DEFICIT	(2,697,769)	(1,958,885)
Total Liabilities and Member's Deficit	$ 1,204,640	$ 954,739

See accompanying independent auditors' report
and notes to financial statements

BEYOND FRANCHISE GROUP LLC
STATEMENTS OF INCOME AND MEMBER'S DEFICIT
YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
REVENUES		
Franchise fees	$ 158,908	$ 26,681
Royalties	1,508,366	737,026
Technology fees	68,303	16,800
Marketing fund revenue	363,330	121,940
Total Revenues	2,098,907	902,447
OPERATING EXPENSES		
Selling and general and administrative	841,790	475,538
Total Operating Expenses	841,790	475,538
NET INCOME	1,257,117	426,909
MEMBER'S DEFICIT, beginning	(1,958,885)	(1,143,504)
DISTRIBUTIONS	(1,996,001)	(1,242,290)
MEMBER'S DEFICIT, ending	$ (2,697,769)	$ (1,958,885)

See accompanying independent auditors' report
and notes to financial statements

BEYOND FRANCHISE GROUP LLC
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 1,257,117	$ 426,909
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	545	-
Deferred revenue - initial franchise fee	(158,908)	(26,681)
Changes in operating assets and liabilities		
Accounts receivable	(53,886)	(120,503)
Deferred franchise costs	(280,290)	(221,496)
Prepaid expenses and other current assets	(15,308)	(29,243)
Accounts payable	40,509	(151,860)
Accrued expenses	85,039	11,250
Deferred revenue - initial franchise fee	690,833	1,074,168
Net Cash Provided by Operating Activities	1,565,651	962,544
CASH FLOWS FROM INVESTING ACTIVITIES		
Acquisition of property and equipment	(2,403)	-
Net Cash Used by Investing Activities	(2,403)	-
CASH FLOWS FROM FINANCING ACTIVITIES		
Due to related party	331,312	315,006
Member distributions	(1,996,001)	(1,242,290)
Net Cash Used in Financing Activities	(1,664,689)	(927,284)
NET (DECREASE) INCREASE IN CASH AND RESTRICTED CASH	(101,441)	35,260
CASH AND RESTRICTED CASH, beginning	166,130	130,870
CASH AND RESTRICTED CASH, ending	$ 64,689	$ 166,130

See accompanying independent auditors' report
and notes to financial statements

1 - ORGANIZATION AND NATURE OF BUSINESS

Nature of Operations

Beyond Franchise Group LLC (the "Company") was organized in the state of California on March 25, 2016 (inception) and is a wholly owned subsidiary of Beyond Restaurant Group LLC ("BRG" or "Parent"). The operating results could vary significantly if it operated independently of the Parent. Accordingly, this affiliation and other related party disclosures must be taken into consideration in reviewing the financial statements.

The Company is a franchisor of a retail quick service restaurant using the trademark "Pokeworks" selling Hawaiian poke as well as a variety of related menu items.

The Company has the following affiliates, each owned by the Parent: Beyond Restaurant Group LLC, Beyond Restaurant Group CA LLC, Beyond Restaurant Group Irvine LLC; Beyond Restaurant Group Riverview LLC; Beyond Restaurant Group Cupertino LLC; Poke Fresh NY, LLC; Pokeworks NY2 LLC; Pokeworks NY3 LLC; Pokeworks Seattle LLC; and Beyond Restaurant Group WA, LLC, Pokeworks Chicago LLC, Pokeworks Chicago 2 LLC, Pokeworks Restaurant BC Limited and Beyond Franchise Group International, LLC. Twelve of these affiliates are Company owned Pokeworks restaurants.

The following table summarizes the Company's franchise activity:

	For the Year Ended December 31, 2019	For the Year Ended December 31, 2018
Opened franchises at the beginning of the period	21	4
Franchises opened	21	17
Franchises closed	(2)	-
Opened franchises at the end of the period	40	21
Franchises sold but not yet in operation	120	111

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

Revenue from contracts with customers consist primarily of revenues from initial and renewal franchise fees and upfront fees from development agreements and international territory agreements, royalties, marketing fund contributions, technology fee, and product sales.

Initial Franchise Fees

Our performance obligations under franchise agreements consist of (a) a franchise license, (b) pre-opening services, such as training, and (c) ongoing services, such as management of the marketing fund, development of training materials and menu items and restaurant monitoring. These performance obligations are highly interrelated so are not considered to be individually distinct and therefore are accounted for as a single performance obligation, which is satisfied by providing a right to use intellectual property over the term of each franchise agreement.

Initial franchise fees are payable by the franchisee prior to the restaurant opening. Additionally, under ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, initial franchise fees are recognized as revenue on a straight-line basis over the term of the respective franchise agreement. Upon the closure of a franchised location, the Company recognizes the unamortized portion of deferred revenue as franchisee fee income. At December 31, 2019, two franchised locations close operations, resulting in the decrease in deferred revenue and increase in franchisee fees amounting to $58,208.

Previously, initial franchise fees collected by the Company were recognized as revenue when all material services and conditions required to be performed by the Company have been substantially completed, which is generally when the franchise commences operations or upon termination of the agreement(s) between the Company and the franchisee. Initial franchise fees collected by the Company before all material services and conditions are substantially performed are recorded as deferred initial franchise fees. These franchise fees are non-refundable. At December 31, 2019 and 2018, deferred revenues amounted to $3,003,911 and $2,471,986, respectively.

Royalties

In accordance with the franchise agreements, the Company collects a 6% royalty fee based on a percentage of franchisees' gross sales. Royalties are recognized as revenue when earned.

Marketing Fund

The Company collects a 1.5% marketing fee, which is based on a percentage of franchisees' gross sales. These funds may only be spent in accordance with the franchise agreement. Unused advertising and fees collected are recorded as deferred revenue on the balance sheets and are held for future use.

Technology Fee

The Company collects a $200 monthly fee for the use of a software bundle and overall technological infrastructure support. These fees are recognized on a monthly basis as services are provided.

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Product Sales

Trademarked products are sold by Beyond Restaurant Group LLC, the parent of Beyond Franchise Group LLC. Revenue from product sales is recognized upon shipment of the product to the franchisee.

Concentration of Credit Risk

The Company grants credit in the normal course of business to franchisees in the United States. The Company periodically performs credit analysis and monitors the financial condition of its franchisees to reduce credit risk.

As of December 31, 2019, 40 franchisees accounted for 100% of total accounts receivable and 100% of total revenues for the year ended December 31, 2019.

As of December 31, 2018, 21 franchisees accounted for 100% of total accounts receivable and 100% of total revenues for the year ended December 31, 2018.

Deferred Franchise Costs

Deferred franchise costs consist of amounts paid as commissions to brokers who assist in locating, evaluating, and signing new franchisees to agreements with the Company. Commencing January 1, 2018, franchise costs are recognized as an expense on a straight-line basis over the term of the respective franchise agreement. Previously, these costs were recognized when the related initial franchise revenue is recognized.

Advertising Costs

The Company expenses advertising costs as incurred. For the years ended December 31, 2019 and 2018, advertising expense amounted to $457,054 and $164,476, respectively (see Note 3).

Income Taxes

The Company has elected to be treated as a partnership for income tax purposes. Accordingly, taxable income and losses of the Company are reported on the income tax returns of the Company's member, and no provision for income taxes has been recorded on the accompanying financial statements.

Accounting standards require a more-likely-than-not measurement methodology to reflect the financial statement impact of tax positions taken or expected to be taken on a tax return. If taxing authorities were to disallow any tax positions taken by the Company, the additional income taxes, if any, would be imposed on the member rather than the Company. Accordingly, there would be no effect on the Company's financial statements.

If incurred, interest and penalties associated with tax positions are recorded in the period assessed as operating expenses. No interest or penalties have been assessed as of December 31, 2019 and 2018.

Beginning January 1, 2018, new rules will apply to IRS audits of partnerships and LLCs that are taxed as partnerships. Under these rules, adjustments resulting from an IRS audit of the partnership may be assessed at the partnership level.

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

Management uses estimates and assumptions in preparing its financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Cash

The Company considered all highly liquid instruments purchased with an original maturity of three months or less to be cash. The Company continually monitors its positions with, and the credit quality of, the financial institutions with which it invests.

Accounts Receivable

Accounts receivable represent amounts due from franchisees for various fees. A provision for uncollectible amounts is continually reviewed and adjusted to maintain the allowance at a level considered adequate to cover losses. The allowance is management's best estimate of uncollectible amounts and is determined based on historical performance that is tracked by the Company on an ongoing basis. The losses ultimately incurred could differ materially in the near term from the amounts estimated in determining the allowance. As of December 31, 2019 and 2018, management determined that no allowance for doubtful accounts was necessary.

Recently Adopted Accounting Pronouncements

In November 2016, the Financial Accounting Standards Board (the "FASB") issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*. The update aims to reduce diversity in practice by clarifying that a statement of cash flows should explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents; therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The amendments in the update are effective for private companies in 2019, with early adoption permitted. All prior-period restricted cash balances are presented retrospectively in the statements of cash flows. The Company adopted this ASU January 1, 2019, and there was no impact on the Company's financial statements.

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Recently Adopted Accounting Pronouncements (Continued)

In May 2014, the Financial Accounting Standards Board (the "FASB") issued ASU No. 2014-09, *Revenue from Contracts with Customers*. This ASU is a comprehensive new revenue recognition model that requires a company to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. This update is effective for annual reporting periods beginning after December 15, 2018, with early adoption permitted. The Company adopted this ASU on January 1, 2018 using the full retrospective approach and accordingly, has adjusted all prior periods reported for the effect of this new guidance. The new revenue guidance does not have an impact on the recognition of revenue from company-operated restaurants or royalty revenue and development fees from franchisees and licensees. Additionally, the new revenue guidance does not impact the revenue recognized from gift cards. The new guidance does impact the revenue recognition of initial franchise and license fees. Previously, the Company recognized the initial franchise or license fee as revenue when the restaurant opened.

Under the new guidance, the Company has identified separate performance obligations over the term of the contract and will recognize revenue as those performance obligations are satisfied. These performance obligations include rights to use trademarks and intellectual property, initial training and other operational support visits.

The following table presents the effect of the adoption of ASU 2014-09 on our balance sheet as of December 31, 2018:

Assets	As reported	Adjustment for Adoption of ASU 2014-09	As adjusted
Current assets	$ 343,126	$ -	$ 343,126
Deferred franchise costs, current portion	414,807	(363,664)	51,143
Deferred franchise costs, net of current portion	51,143	509,327	560,470
Total assets	$ 809,076	$ 145,663	$ 954,739

Liabilities and Members' Deficit	As reported	Adjustment for Adoption of ASU 2014-09	As adjusted
Current liabilities	$ 441,638	$ -	$ 441,638
Deferred revenue, current portion	1,382,691	(1,223,783)	158,908
Deferred revenue, net of current portion	580,000	1,733,078	2,313,078
	2,404,329	509,295	2,913,624
Members' deficit	(1,595,253)	(363,632)	(1,958,885)
Total liabilities and members' deficit	$ 809,076	$ 145,663	$ 954,739

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The following table presents the effect of the adoption of ASU 2014-09 on our statement of income for the year ended December 31, 2018:

	As reported	Adjustment for Adoption of ASU 2014-09	As adjusted
Franchise revenue	$ 446,834	$ (420,153)	$ 26,681
Royalties	737,026	-	737,026
Technology fee	16,800	-	16,800
Marketing revenue	121,940	-	121,940
Total revenues	1,322,600	(420,153)	902,447
Selling and general and administrative expenses	601,584	(126,046)	475,538
Net income	$ 721,016	$ (294,107)	$ 426,909

The following table presents the effect of the adoption of ASU 2014-09 on our statement of cash flows for the year ended December 31, 2018:

	As reported	Adjustment for Adoption of ASU 2014-09	As adjusted
OPERATING ACTIVITIES			
Net income	$ 721,016	$ (294,107)	$ 426,909
Adjustments to reconcile net income to net cash provided by operating activities:			
Deferred revenue – initial franchise costs	(446,834)	420,153	(26,681)
Changes in operating assets and liabilities:			
Accounts receivable	(120,503)	-	(120,503)
Deferred franchise costs	(95,450)	(126,046)	(221,496)
Prepaid expenses and other current assets	(29,243)	-	(29,243)
Accounts payable	(151,860)	-	(151,860)
Accrued expenses	11,250	-	11,250
Deferred revenue – initial franchise costs	1,074,168	-	1,074,168
Net Cash Provided by Operating Activities	962,544	-	962,544
FINANCING ACTIVITIES			
Due to related party	315,006	-	315,006
Member distributions	(1,242,290)	-	(1,242,290)
Net Cash Used in Financing Activities	(927,284)	-	(927,284)
NET INCREASE IN CASH	35,260	-	35,260
CASH, beginning	130,870	-	130,870
CASH, ending	$ 166,130	$ -	$ 166,130

3 - RELATED PARTY TRANSACTIONS

Due to Related Party and Advertising Costs

The Company receives management services from BRG on an as-needed basis and is billed by BRG based on the actual incurred cost. As a result, the Company has no employees and no payroll expenses. In addition, BRG allocates a portion of advertising and marketing expenses to the Company based on a percentage of corporate owned and franchised restaurants. For the years ended December 31, 2019 and 2018, advertising expense amounted to $457,054 and $164,476, respectively. At December 31, 2019 and 2018, total amount due to BRG and affiliates amounted to $782,968,107 and $237,628, respectively.

During 2019 and 2018, the Company received funds from Beyond Franchise Group International, LLC (BFGI) (related party through common ownership). At December 31, 2019, net amount due from BFGI amounted to $69,216 and net amount due to BFGI amounted to $117,500.

Royalty Agreement

The Company entered into a non-exclusive, royalty-free license agreement with BRG to utilize certain Pokeworks trademarks and logos in connection with franchising, establishing, and operating Pokeworks franchises in the United States of America and Canada. The agreement expires on June 1, 2036.

4 - COMMITMENTS AND CONTINGENCIES

Litigation

In the normal course of business, the Company may be party to litigation from time to time. The Company maintains insurance to cover certain actions and believes that resolution of such litigation will not have a material adverse effect on the Company.

5 - SUBSEQUENT EVENTS

Management has performed an analysis of the activities and transactions subsequent to December 31, 2019 to determine the need for any adjustments to and/or disclosure, within the financial statements for the year ended December 31, 2019. Management has performed their analysis through March 11, 2020, which was the date the financial statements were available to be issued.

EXHIBIT B

FRANCHISE AGREEMENT

WITH SCHEDULES

BEYOND FRANCHISE GROUP, LLC

- and -

_____

POKÉWORKS®

FRANCHISE AGREEMENT

BEYOND FRANCHISE GROUP, LLC
FRANCHISE AGREEMENT

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BEYOND FRANCHISE GROUP, LLC

FRANCHISE AGREEMENT

This Franchise Agreement is dated this _____ day of _____, 20__, (the "**Effective Date**") between **BEYOND FRANCHISE GROUP, LLC**, a Delaware limited liability company d.b.a. Pokéworks ("**Franchisor**"), and _____, a partnership, limited liability company, or corporation formed under the laws of _____ ("**Franchisee**") and _____, an individual(s) (collectively and individually "**Guarantor**").

WHEREAS the Franchisor has expended time, effort and money to acquire experience and knowledge with respect to the operation and management of a retail food service business and the provision of services related thereto; and

WHEREAS the Franchisor has developed a System (as defined in Section 1.1(j)) for the establishment, development and operation of such a business and is continuing to develop the System; and

WHEREAS the System is identified by certain Marks (as defined in Section 1.1(f)) hereinafter described and certain copyrighted material embodying the use of such Marks, and the Franchisor has goodwill in connection with such Marks and copyrighted material; and

WHEREAS the Franchisee wishes to obtain a license to operate a retail food service business of the standard and quality set by the Franchisor and to utilize the System, the product lines approved by the Franchisor, the suppliers, the distinctive fixtures, accessories and color scheme specified by the Franchisor, and the know-how, experience, goodwill, and Marks of the Franchisor; and

WHEREAS the Franchisee recognizes the importance of maintaining the distinctive qualities and attributes of the products, services and facilities identified by the Marks.

NOW THEREFORE in consideration of the agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree with each other as follows:

1. DEFINITIONS

1.1 Definitions. Wherever used in this Agreement, the following words shall have the following meanings respectively:

(a) **"Business"** means the retail food service business operated or to be operated by the Franchisee at the Store pursuant to this Agreement.

(b) **"Business Records"** means evidence of each business transaction, and all marketing and other operating aspects of the Business, and all evidence and records with respect to customers and other service professionals relating to the Business including, without limitation, all databases in print, electronic or other form, including all names,

addresses, phone numbers, e-mail addresses, customer purchase records, and all other records contained in the database, and all other records created and maintained by Franchisee in operation of the Business. The term Business Records does not include any of Franchisee's tax or financial records related to the operation of the Business.

(c) **"Gross Sales"** means the aggregate of the actual selling price of all goods and services sold or provided in, on or from the Store or such other place as authorized by Franchisor (including, without limitation, all authorized sales of food and beverages, concessions or catering made on or off premises by Franchisee, whether for cash, credit, or on a credit or time basis, including the reasonable market value of any goods or services sold or traded in any barter or trade transaction, without reserve or deduction for any failure or inability to collect, and including income of every kind and nature related to the Business), unless otherwise provided in this Agreement and any proceeds from business interruption insurance received by the Franchisee. No deductions shall be allowed for uncollected or uncollectible credit accounts and each charge or sale made on installment or credit shall be treated as a sale for the full selling price in the week during which such charge or credit is made, irrespective of the time when the Franchisee receives payment. Gross Sales shall include all amounts received or receivable in respect of orders taken or received at the Store, even though such orders may be filled elsewhere. Gross Sales shall not include:

(i) any retail sales tax(es) which does not form part of the quoted price for the goods or service and which is collected from customers by the Franchisee acting as agent for the sales tax authority; or

(ii) any gratuities collected by employees of the Franchisee.

(d) **"Lease"** means the lease or agreement to lease the Store entered into by the Franchisee, as tenant, and any amendments made thereto from time to time.

(e) **"Manual"** means the operating manual for the System developed by the Franchisor containing various mandatory specifications, standards, methods, techniques and procedures for the operation of the Business as may be prescribed by the Franchisor from time to time for the franchisees of the Franchisor and containing information relative to other obligations of the Franchisee under this Agreement.

(f) **"Marks"** means the trademark Pokéworks™ and all other trademarks, logos, distinctive names, service marks, certification marks, trade names, commercial symbols, insignia, labels and designs or otherwise, now or hereafter owned or used (and not thereafter withdrawn) by Franchisor and authorized for use by Franchisee by notice in writing given by Franchisor. Marks also include all trademark, logo, distinctive name, service mark, certification mark, trade name, commercial symbol, insignia, label and design mark applications that the Franchisor has pending at the United States Patent and Trademark Office.

(g) **"Products"** means food and beverages, promotional items, uniforms, small wares, computer software and hardware, telephone equipment, furnishings,

fixtures, and equipment used in connection operating the Store, leasehold improvements, supplies, recipes, materials, forms, and other products sold or used through a Store.

(h) **"Services"** means any services rendered to Pokéworks customers outside of the Store, including, without limitation, the delivery of Products, catering services and such other services as may be expressly authorized by the Franchisor in writing from time to time.

(i) **"Store"** means the premises identified in **Schedule A** to this Agreement or any other location as may be mutually agreed upon between the Franchisee and the Franchisor in writing. If the Store is not identified in **Schedule A** at the time of execution of this Agreement, then the Store will be such premises as are subsequently agreed upon by the Franchisor and the Franchisee, such agreement to be evidenced in writing by completing **Schedule A** at the time the Store is identified.

(j) **"System"** means the systems, standards, methods and procedures conceived of, developed or used by the Franchisor or which may hereafter be conceived, developed, updated or used by the Franchisor for the operation of a retail food service business and includes, without limitation, the following:

(i) the standards of quality and service used in the operation of a retail food service business utilizing the Franchisor's System;

(ii) the design, color, style and other distinguishing characteristics of the leasehold improvements, fixtures, signs and furnishings;

(iii) distinguishing characteristics relating to the basic image, design, appearance, layout and color scheme of the interior and exterior of a location licensed by the Franchisor.

(k) **"Termination"** has the meaning attributed to it in Section 10.1 of this Agreement.

(l) **"Territory"** means the territory located within the boundaries identified on **Schedule B** to this Agreement. If the Territory is not identified in **Schedule B** at the time of execution of this Agreement, then the Territory will be such territory as is subsequently agreed upon between the Franchisor and the Franchisee, such agreement to be evidenced in writing by completing **Schedule B** at the time the Territory is identified.

1.2 Schedules. The following are the schedules referred to in this Agreement:

Schedule A	Licensed Location and Designated Manager
Schedule B	Territory
Schedule C	Acknowledgment
Schedule D	Addendum to Lease
Schedule E	Request for Pre-Authorized Payments
Schedule F	Guaranty and Indemnity
Schedule G	Shareholders/Members/Partners

Schedule H	Address for Notice
Schedule I	Collateral Assignment of Telephone Numbers, Addresses and Listings
Schedule J	Statement of Franchisee
Schedule K	Sample Acknowledgment of Termination and Release Agreement
Schedule L	SBA Addendum
Schedule M	Limited Access Location Addendum

2. TERM

2.1 Term. This Agreement will be effective as of the Effective Date, and the term of this Agreement ("**Term**") will, unless terminated earlier under the terms and conditions of this Agreement, remain in full force and effect for a period of time commencing on the Effective Date until the earlier of:

(a) the expiration of the Site Location Period as set forth in Section 4.1 in the event Franchisee has not found a suitable location and signed a Lease for the Store within the Site Location Period; or

(b) ten (10) years from the Effective Date.

If this Agreement is terminated in accordance with its terms earlier than the Lease Expiration Date or if any other agreement between the Franchisor and the Franchisee is terminated or the Lease is terminated, then the Term shall be such shorter period as ends on such date of termination.

2.2 Successor Term. At the end of the Term of this Agreement, or any Successor Term, as the case may be: (a) Franchisee has timely complied with all terms and conditions of this Agreement, including the timely payment of all fees due to Franchisor; (b) Franchisee has paid or satisfied all monetary obligations owed by Franchisee to Franchisor, Franchisor's affiliates, approved suppliers, and designated suppliers; (c) Franchisee is not in default under this Agreement; and (d) Franchisee has not been in default under this Agreement more than two (2) times in any 12 month period or more than six (6) times during the immediately preceding the Term or Successor Term, as the case may be, and no default by the Franchisee has remained uncured for longer than 60 days, Franchisee may, at its option, have the right to operate the Franchised Business for an additional term ("**Successor Term**") commencing on the end of the immediately preceding Term or Successor Term, as the case may be, and continuing for a period of ten (10) years. After such 10-year Successor Term, so long as Franchisee complies with Franchisor's then-current conditions for Successor Terms, Franchisee may, at its option, have the right to operate the Franchised Business for two additional Successor Terms of five (5) years each.

Franchisee must exercise its option for a Successor Term by giving the Franchisor written notice of Franchisee's election to do so at least 180 days and no more than one (1) year prior to

the expiration of the immediately preceding Term or Successor Term, as the case may be. As a condition for any Successor Term, the Franchisee must cause all of the following to occur:

(a) Franchisee must provide written evidence to Franchisor that Franchisee either owns or has the right to lease the Franchised Location for at least 10 additional years after the end of the Term;

(b) The Franchisee must sign Franchisor's then-current form of franchise agreement ("**Successor Franchise Agreement**"), which may include terms and conditions materially different from those in this Agreement, such as different performance standards, fee structures and/or increased fees;

(c) In lieu of paying the Initial Franchise Fee specified in the Successor Franchise Agreement, Franchisee must pay to Franchisor a successor fee ("**Successor Fee**") in the amount of $12,500;

(d) Franchisee must execute a general release in a form satisfactory to Franchisor of any and all claims against Franchisor, its parent, subsidiaries or affiliates (if applicable) and their officers, directors, attorneys, owners and employees;

(e) Franchisee must complete any new training requirements designated by Franchisor; and

(f) Franchisee must agree in writing to make, within six months after the effective date of the Successor Franchise Agreement, all capital expenditures necessary to remodel the Store, as determined by Franchisor, to comply with Franchisor's then-current image, décor, and specifications.

2.3 Interim Period. After the expiration of this Agreement, if a period of time transpires before (a) Franchisee's rights under this Agreement have been fully and finally terminated or (b) Franchisor has offered a Successor Franchise Agreement to Franchisee and Franchisee has not yet signed such Successor Franchise Agreement, and Franchisee continues to accept the benefits of this Agreement, then at the option of Franchisor, this Agreement may be treated either as (a) expired as of the date of expiration with Franchisee then operating without a franchise to do so and in violation of Franchisor's rights; or (b) continued on a month-to-month basis ("**Interim Period**") until one party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate thirty (30) days after receipt of the notice to terminate the Interim Period. In the latter case, all obligations of Franchisee will remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on Franchisee upon expiration of this Agreement will be deemed to take effect upon termination of the Interim Period.

3. GRANT OF LICENSE AND RIGHT TO USE MARKS

3.1 Grant of License. On and subject to the terms and conditions contained in this Agreement, the Franchisor grants to the Franchisee the following (collectively, the "**License**"):

(a) an exclusive license to carry on the Business only at the Store under the name Pokéworks™ or such other Marks as may be specified from time to time by the Franchisor during the Term or any Interim Period;

(b) a non-exclusive license to use and display the Marks during the Term and any Interim Period in connection with the operation, advertising and promotion of the Business; and

(c) a non-exclusive license to use, in connection with the Store, the System.

The License shall only remain in effect during the Term and so long as the Franchisee continues to operate the Business and does not commit an Event of Default under this Agreement. Upon Termination, such license shall immediately be at an end and the Franchisee shall immediately cease the use of the Marks and the System and shall not thereafter in any way hold itself out as being associated with the Franchisor or the restaurant operations owned or licensed by the Franchisor.

Notwithstanding the foregoing, Franchisee expressly acknowledges that Franchisor expressly reserves the right to:

(i) identify the Territory around the Store for which Franchisee's franchise rights will be granted;

(ii) establish, operate or license to any other person or entity the right to establish or operate, a restaurant owned or licensed by the Franchisor at any location outside of the Territory;

(iii) develop, market, own, operate or participate in any other business under the Marks or any other trademarks;

(iv) develop, lease and license the use of, at any location inside or outside the Territory, trademarks other than the Marks licensed by Franchisor under this Agreement, in connection with the operation of a system which offers products or services which are the same as or similar to those offered under the System on any terms or conditions which the Franchisor deems advisable;

(v) merge with or be acquired by any other business, including a business that competes with Franchisee's Business, or to acquire and convert to the System operated by the Franchisor any retail stores, including retail stores operated by competitors located inside or outside the Territory or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately owned;

(vi) distribute, sell or license other persons to distribute or sell non-System products and System products whether inside or outside the Territory through all other channels. "**Other Channels**" means

locations other than traditional restaurants owned or franchised or licensed by the Franchisor and includes sale by or through other channels of trade including, without limitation, kiosks, carts, grocery stores, convenience stores, food chains, electronic mail, Internet sales, malls, universities, schools, hospitals, military bases, casinos, convention centers, arenas, stadiums, health and fitness facilities, office buildings, theme parks, movie theatres and amusement facilities; and

(vii) implement multi-area marketing programs (including, without limitation, mail drops and other flyer distribution methods) which may allow Franchisor or others to solicit or sell to customers anywhere, including without limitation inside or outside of the Territory. Franchisor also reserves the right to issue mandatory policies to coordinate such multi-area marketing programs.

Each of Franchisee and Guarantor further agree to execute and provide the Franchisor with the acknowledgment in substantially the form attached hereto as **Schedule C**.

Provided that Franchisee does not commit an Event of Default under this Agreement including, without limitation, the Manual, the Lease or any other agreement between the Franchisee and the Franchisor, during the Term or any Interim Period, the Franchisor shall not operate a restaurant identified by any of the Marks within the Territory, nor shall the Franchisor authorize any other franchisee to operate a restaurant identified by any of the Marks within the Territory during the Term or any Interim Period.

Franchisee expressly agrees that all right, title and interest in and to the Marks, the System, the goodwill associated with the System and confidential trade secrets are owned by Franchisor or its parent or affiliates, and shall remain solely owned by Franchisor or its affiliates, and are being revealed to Franchisee solely to enable Franchisee to establish and operate a Pokéworks franchise only in accordance with the terms and conditions of this Agreement.

3.2 License Subject to this Agreement. Franchisee acknowledges that Franchisor is a licensee of the Marks and that Franchisor has the right to grant the license granted to Franchisee in Section 3.1 of this Agreement. Franchisee agrees not to question the ownership of the Marks or the Franchisor's right to grant to the Franchisee the right to use the Marks. Franchisee agrees not to file any trade mark, copyright or intellectual property application in regards to the Marks, except as expressly permitted herein. Furthermore, Franchisee renounces any and all of Franchisee's common law interests in said Marks. Franchisee's right to use the Marks is derived solely from this Agreement and is limited to the conduct of business by Franchisee pursuant to and in compliance with this Agreement and all-applicable standards, specifications, and operating procedures prescribed by Franchisor and contemplated in this Agreement. Any unauthorized use of the Marks by Franchisee shall constitute an infringement of the rights of Franchisor in and to the Marks and shall constitute an Event of Default under this Agreement.

3.3 Usage Inures to Benefit of the Franchisor. The Franchisee agrees that all usage of the Marks by Franchisee and any goodwill established thereby shall inure to the exclusive benefit

of Franchisor or Franchisor's parent or affiliates, as the case may be. Franchisee acknowledges that this Agreement does not confer any interest in the Marks or goodwill associated therewith upon Franchisee.

3.4 Identification of Business. Franchisee agrees to use the Marks as the sole identification of the Business; provided that Franchisee must identify itself as a franchisee of Franchisor and as the independent owner of the Business as otherwise provided in this Agreement.

3.5 Display of Marks. Franchisee agrees to prominently display the Marks in connection with the Business and in the manner prescribed by Franchisor from time to time in the Manual or otherwise; provided that, prior to using the Marks on any signs, goods or materials for any reason whatsoever, Franchisee must obtain the written approval of Franchisor to such usage. Franchisee agrees to give such notices, at the Store or otherwise, as may be required by the Franchisor for the purpose of indicating that the Franchisee is a licensed user of the Marks. In its use of the Marks, Franchisee must include such notices as may be required by Franchisor for purposes of preserving the interests of Franchisor in the Marks, including trademark and copyright notices.

3.6 Unauthorized Use. Franchisee will not use the Marks as part of any corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form. Franchisee shall only use the Marks in connection with the sale of goods, products and services authorized by Franchisor.

3.7 Infringement of or Challenges to the Marks. Franchisee must immediately notify Franchisor of any actual or apparent infringement of or challenge to Franchisee's use of the Marks, or any claim by any person of any rights in any of the Marks. Franchisee will not communicate with any person other than Franchisor and its counsel in connection with any such infringement, challenge, or claim. Franchisor shall have sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation or other proceeding arising out of any such infringement, challenge or claim or otherwise relating to any of the Marks. Franchisee agrees to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of Franchisor's counsel, be necessary or advisable to protect and maintain the interest of Franchisor in the Marks. If it becomes advisable at any time, in Franchisor's sole discretion, for Franchisor and/or Franchisee to modify or discontinue the use of any of the Marks, and/or use one or more additional or substitute Marks, Franchisee agrees to comply with the directions of Franchisor in that regard within a reasonable period of time after receipt of such directions and the sole obligation of Franchisor in any such event shall be to reimburse Franchisee for its reasonable out-of-pocket costs, if any, of changing the signage at the Store except if such change is required pursuant to Section 2.2 herein.

3.8 Termination of License. Upon Termination, Franchisee shall immediately cease all use of the Marks, including any colorable imitation thereof, in connection with any goods, services or business and, without restricting the generality of the foregoing, Franchisee agrees not to use the word "Pokéworks" in any manner or form as a trademark, trade name or otherwise in connection with any goods, services or business. Franchisee agrees that this covenant is reasonable and necessary to protect the integrity of the Marks, and that this covenant is

enforceable by injunction, including a temporary restraining order, by any court of competent jurisdiction.

4. COMMENCEMENT OF OPERATIONS

4.1 Site Location Period. If the Store or the Territory is not identified and agreed to by Franchisor during the execution of this Agreement, then Franchisee will have one hundred eighty (180) days following the Effective Date of this Agreement ("**Site Location Period**") to use its best efforts to find a suitable location for the Store acceptable to Franchisee and Franchisor in all reasonable respects and to sign a Lease for the Store. As set forth in Section 2.1 of this Agreement, the Term of this Agreement will expire if Franchisee is unable to find a suitable location within the Site Location Period, and in such event, Franchisor may retain any and all monies paid to Franchisor, including the Initial Franchise Fee paid pursuant to Section 8.1, as liquidated damages and not as a penalty. Franchisee's failure to sign a Lease for the Store prior to the expiration of the Site Location Period will constitute abandonment of the Business by Franchisee and entitle the Franchisor to terminate this Agreement without providing Franchisee with notice or the opportunity to cure.

4.2 Lease of the Store. Franchisee will be solely responsible for selecting and negotiating the purchase or lease of the Store. Franchisee recommends that Franchisee retain a commercial real estate broker or salesperson who has at least five years of experience in locating restaurant sites to advise and counsel Franchisee with regard to the price, economics, demographics, access, visibility, location, and the acquisition or lease of the site for Franchisee's Store. Franchisor further recommends that Franchisee retain an experienced attorney to provide advice and counsel on the terms, conditions and economics of the legal and other documents required to lease or purchase the site for the Store. Franchisee shall, as soon as practicable following the execution of this Agreement and within the Site Location Period, submit to the Franchisor for its review and approval a copy of the Lease (prior to the execution of the Lease) proposed to be entered into in respect of the Store. Such review is for the benefit of Franchisor, and Franchisee acknowledges that Franchisor's review and approval of a Lease for the Store does not constitute a recommendation, endorsement, or guarantee by Franchisor of the suitability, success of the Store or the Lease, and Franchisee and Guarantor shall take all steps necessary to ascertain whether such Store and Lease are acceptable to Franchisee including by seeking professional advice, legal and/or otherwise with respect to the Lease. It is understood that the terms of the Lease shall include the terms contained in the Addendum to Lease (currently in the form attached hereto as **Schedule D**) in Franchisor's then-current-form Addendum to Lease. In addition, the terms of the Lease must also give Franchisor the right to enter the premises of the Store to conduct inspections during regular business hours. Following Franchisor's approval of any Lease to be entered into by Franchisee, Franchisee agrees not to terminate or in any way alter or amend the same during the Term of the Franchise Agreement or any renewal term thereof without Franchisor's prior written consent, and any attempted termination, alteration or amendment shall be null and void and have no effect as to Franchisor's interests hereunder. Franchisor acknowledges and agrees that Franchisor may grant or deny its consent for any reason in its sole discretion.

4.3 Training Program. Prior to opening the Store for business, the Franchisor will provide, and the Franchisee shall attend and successfully complete, all training programs

required by the Franchisor regarding the System. Franchisor may designate the location of all such training programs. Unless otherwise agreed, Franchisee will cause the Designated Manager to participate in the training program. Franchisee acknowledges that the successful completion of the initial training program will require, among other things, that each attendee be able to communicate that he/she can read, write, and converse in English by passing a competency test. The Designated Manager may be required to take and pass a competency test when the Franchisee signs this Agreement and receive a passing score. Franchisee agrees that the Designated Manager will be fluent in the English language. Two (2) individuals including the Designated Manager are required to participate in Franchisor's initial training program without paying any tuition or fee. Franchisee shall be responsible for any and all travel and living expenses incurred in connection with attending the training program as well as wages or salaries, if any, of the person(s) receiving training or undergoing testing. A $750 fee per additional week, per individual will be charged. Franchisee and the Designated Manager must successfully complete the training program before Franchisee begins operating the Store, failing which, Franchisor shall be entitled to terminate this Agreement by written notice to Franchisee and Franchisor shall retain any and all monies paid to Franchisor, including the Initial Franchise Fee paid pursuant to Section 8.1, as liquidated damages and not as a penalty. In the event Franchisor elects to terminate this Agreement, Franchisee must pay to Franchisor immediately upon demand, any and all costs and losses Franchisor incurred in administering the opening of the Store, including without limitation, any outstanding rent, operating losses and construction cost shortfalls. Franchisor reserves the right to waive all or a portion of the training program, or alter the training schedule, in Franchisor's sole discretion.

Franchisor may require that Franchisee and its personnel attend and complete additional training, re-training sessions or seminars that it may offer from time to time during the currency of this Agreement at locations determined by Franchisor. Attendance at these training sessions or seminars by Franchisee and/or the Designated Manager is required and mandatory. All travel, living, and other expenses in connection with said training programs, including wages, shall be paid by Franchisee. Franchisor may require that new manager of the Store to complete the training program to our satisfaction, as we determine, before that manager may operate the Store.

If, whether as a result of observations, test results or otherwise during initial training or thereafter (including during operation of the Franchisee's Pokéworks Restaurant) the Franchisor determines in the Franchisor's reasonable discretion, that the Franchisee is not meeting the System standards, after written notice and a ten (10) day opportunity to cure, Franchisor can require that: (1) a manager or other person designated by the Franchisor be placed in the Franchisee's Pokéworks Restaurant to supervise day-to-day operations for the purpose of assuring compliance with Franchisor's standards. Franchisee will pay all costs in connection therewith, including salary, benefits, travel, meals, lodging, and incidental expenses; and/or (2) Franchisee (or a managing partner or shareholder consented to by Franchisor) and/or Franchisee's equity manager, re-attend and successfully complete training, at Franchisee's sole cost and expense.

4.4 Opening for Business. Franchisee shall do all such acts and things as are necessary (including, without limiting the foregoing, compliance with all contractual obligations) to ensure that the Store is open for business within ten (10) days of receiving Franchisor's written consent, which cannot be provided until Franchisor has approved the Store and

Franchisee has: (1) successfully completed the initial training program; (2) paid all amounts owing to Franchisor or its affiliates or subsidiaries and their contractors and suppliers under this Agreement or any other agreements between Franchisor and Franchisee; (3) furnished to Franchisor copies of all insurance policies required by this Agreement; (4) built out and equipped the Store in accordance with Franchisor's standards and specification; (5) stocked the Store with an inventory of approved products and supplies; (6) staffed the Store as required by Franchisor's standards and specifications; (7) obtained all necessary approvals from local authorities and government agencies; (8) completed all other aspects of developing the Business as Franchisor has reasonably required; and (9) provided Franchisor with a voided check from Franchisee's business account for purposes of allowing Franchisor to collect payment of Royalties and Marketing Fund Contributions from such business account.

Franchisee acknowledges and warrants that Franchisor's approval of the Business at the Store does not constitute a guarantee, recommendation, or endorsement of the Business and that the success of the Business to be operated at the Store depends on Franchisee's Designated Manager's and Guarantor's abilities as independent businesspersons and the acceptance of them and the Products in the community where the Store is located.

5. OPERATION OF BUSINESS

5.1 Acknowledgment. Franchisee acknowledges that the goodwill associated with the Marks has been created through the use of certain marketing and operating methods established by Franchisor and/or its affiliates, as the case may be. Franchisee further acknowledges that, through the operation of the Business, Franchisee will have the opportunity to benefit from such goodwill and will be in a position to affect such goodwill to the benefit or detriment of Franchisor and other franchisees of Franchisor. Accordingly, Franchisee agrees that the restrictions imposed on the conduct of the Business pursuant to this Section 5 will be of the essence of this Agreement and that Franchisee covenants to continuously and strictly observe and perform all of the conditions and agreements contained in this Section 5.

5.2 Full-Time Involvement. Franchisee acknowledges that the success of the Business is dependent in part on the active involvement of an owner/manager in the Business. Franchisee will ensure that a person designated to operate the Business ("**Designated Manager**") will at all times devote his or her full time and attention to managing, supervising, and developing the Business and that such person is at all times identified to Franchisor. The Designated Manager is, at the time of the execution of this Agreement, identified on **Schedule A**. Franchisee must secure the Franchisor's written consent before changing or designating a new Designated Manager. The Designated Manager must attend and satisfactorily complete Franchisor's training program.

5.3 Managers. Except as otherwise provided in this Agreement, the operation of the Business will at all times be under the supervision and control of the Designated Manager. Franchisor will be entitled to hold information and training sessions from time to time during the Term and any Interim Period and Franchisee will, at its own cost, send the Designated Manager and one or more of its managers to each such information and training session. If the Designated Manager and/or manager fails to attend such information and training sessions, Franchisee must

pay to Franchisor One Thousand and Five Hundred Dollars ($1,500.00) as liquidated damages and not as a penalty.

5.4 Authorized Food, Beverages and Services. The Franchisee agrees to offer at the Store goods, food, beverages, paper and packaging and services of a type and quality from time to time specified by Franchisor. Franchisee will not, without prior written approval from the Franchisor, offer any goods, food, beverage, paper and packaging or service that has not been authorized by Franchisor for its outlets generally. Franchisee agrees that all food and beverages served in the Store will be prepared in accordance with recipes and procedures set out in the Manual from time to time specified by Franchisor.

5.5 Designated Suppliers and Volume Rebates. Franchisor will be entitled (but will not be obligated) to designate certain goods (including, without limitation, the Products, food and beverages, promotional items, uniforms, small wares, computer software and hardware, telephone equipment, and other things), the Services, furnishings, fixtures, and equipment used in connection with the Business, which must be obtained by Franchisee from suppliers designated by Franchisor or directly from Franchisor. Such designated Products shall only be purchased by Franchisee from the designated supplier or from the Franchisor. Additional Products may be designated from time to time by Franchisor notwithstanding that the same are not so designated on the date of this Agreement, or at any time hereafter. The designated suppliers may be changed by Franchisor from time to time on written notice to the Franchisee. Franchisee grants permission to Franchisor to examine without prior notice to Franchisee, all records of any supplier relating to Franchisee's purchases, and Franchisee hereby authorizes such suppliers to release Franchisee's purchase records to Franchisor at such times and places Franchisor may request. Franchisee acknowledges and agrees that Franchisor or Franchisor's parent or affiliate may receive a rebate, royalty, or commission in connection with Products and/or Services purchased, leased, or obtained by Franchisee from designated suppliers and that the benefit of such rebate, royalty, or commission may not necessarily be passed onto Franchisee and that Franchisor and/or its subsidiaries and/or affiliates are entitled to keep such rebates, royalties, or commissions for their own use and benefit. Franchisee further acknowledges Franchisor or Franchisor's parent or affiliate in Franchisee's geographic area may derive a profit from the design and construction of the Store or as a result of tenant inducements or tenant allowances and Franchisee hereby waives any claims to such tenant inducements or tenant allowances.

If Franchisee desires to use suppliers that are not on Franchisor's list of approved suppliers, it must notify Franchisor in writing before using the said supplier and, if Franchisor so requests, will provide Franchisor with product samples and any relevant data. Upon receiving such request, Franchisor will determine whether the product meets the required specifications and will notify Franchisee accordingly within sixty (60) days of receiving samples of the product and other relevant data. Franchisee will reimburse Franchisor for Franchisor's actual out-of-pocket expenses relating to the testing or granting or approval of the supplier. Suppliers must be able to provide monthly reports in a format reasonably requested by Franchisor, to be used for purchasing audit purposes. If Franchisor determines that any such supplier does not meet the required specifications, Franchisee agrees that it will not use the said supplier in its Business. Without limiting the generality of the foregoing, the supplier proposed for use by Franchisee

under this Section 5.5 may be required to demonstrate to Franchisor's reasonable satisfaction that the proposed supplier:

(a) Meets Franchisor's specifications, including its quality, quantity, warranty, variety, service, health and safety specifications, for the product and for the facilities used in the production and distribution of the product;

(b) has the capacity to supply Franchisee's requirements;

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

(d) will supply product to a sufficient number of Pokéworks franchisees to enable Franchisor to economically monitor compliance by the supplier with Franchisor's specifications; and

(e) has met such other criteria as may be established by Franchisor, acting reasonably, from time to time and as set out in the Manual.

If it is deemed necessary by either Franchisor or any of the approved suppliers to recall from Franchisee any quantity of any of products, either as a result of failure of such products to satisfy the proprietary manufacturing specifications issued to approved suppliers by Franchisor, or for any other reason bearing on the quality and/or safety of such products, Franchisee shall comply diligently with all product recall procedures then in effect, as established from time to time by Franchisor and/or the suppliers. Franchisor will not be required to bear the costs associated with the recall of any product unless such recall is the result of gross negligence on the part of Franchisor. If Franchisee fails or refuses to comply with the recall of such products hereunder upon request by Franchisor, Franchisor will be authorized to take such action as it deems necessary to recall such products from the System and Franchisee will promptly reimburse Franchisor for its costs and expenses (including, but not limited to, legal fees) incurred in such recall procedure; any such action taken by Franchisor will not relieve Franchisee of its other obligations hereunder.

5.6 Operating Obligations. In the conduct of the Business, Franchisee acknowledges that it is solely responsible for the successful operation of its Store and that Franchisee's successful operation depends on Franchisee's compliance with this Agreement and the Manual. In addition to all other obligations contained in this Agreement and the Manual, Franchisee agrees that it shall:

(a) maintain a clean, safe and high quality Store operation and shall promote and operate the Business with due diligence and efficiency and maintain an adequate and properly trained staff to properly serve its customers;

(b) carry a sufficient inventory to meet the reasonable requirements of Franchisee's customers;

(c) be open for business during such hours and on such days as Franchisor may from time to time require, provided that nothing herein shall require Franchisee to carry on the Business during any period prohibited by any law regulating the hours when

such business may be carried on, Franchisor reserves the right, in Franchisor's sole discretion, to at any time reduce or increase the hours of operation for Franchisee's store. Franchisee acknowledges that its hours of operation may be greater or less than other Pokéworks franchisees;

(d) from time to time accept and honor such nationally recognized credit/debit/gift/loyalty stored value cards (and only such credit/debit cards) as may be designated by the Franchisor;

(e) carry on the Business in accordance with the terms of this Agreement, all applicable laws, regulations, and other ordinances and in such a manner so as to promote a good public image in the community. Franchisee shall be solely and fully responsible for obtaining any and all licenses to operate the Business;

(f) at all times use its best efforts to promote the Business and the Marks;

(g) cooperate with Franchisor and all other franchisees in promoting good public and customer relations with the public generally and with customers and potential customers of the Business; and

(h) properly manage the Business and ensure that Franchisee and/or its Designated Manager who has completed the initial training program will be responsible for managing the Business after commencement of operations and be present at the Store during its operation. Franchisee or the Designated Manager must work full-time at the Store.

5.7 Marketing and Marketing Fund Contributions. Except as prohibited or limited by law Franchisee will actively participate in and cooperate with Franchisor's national, regional and local advertising and sales promotion campaigns, prize contests, special offers, and (without limiting the generality of the foregoing) Franchisee must:

(a) obtain the prior approval of Franchisor to all promotions, special events, sales promotion materials and advertising used by Franchisee (including, without limitation, on-site, Internet, direct mail, newspaper, radio and television advertising, and advertising by third parties at the Store or at any other location if in connection with the Business);

(b) display in the Store, and in the manner specified by Franchisor, advertising material provided to Franchisee by Franchisor from time to time;

(c) pay to the Franchisor an amount ("**Marketing Fund Contributions**") equal to one and one-half percent (1.5%) of Gross Sales, such amount to be calculated and paid weekly as provided for in Section 8.3;

(d) conduct such promotions and special events, offer such promotional items and accept such coupons, loyalty, stored value, and gift cards as Franchisor may from time to time require;

(e) not make any television or radio appearance or make any statement to any media in connection with the System without first obtaining the written consent of Franchisor;

(f) pay Franchisor for the organization and coordination of Franchisee's grand opening advertising and promotional program for the Store at the time and in the manner specified by Franchisor and agree to spend a minimum of Seven Thousand Five Hundred Dollars ($7,500.00), plus applicable taxes, for the grand opening program ("**Grand Opening Expenditure**"). Franchisee acknowledges and agrees that Franchisee will incur certain food costs in connection with the grand opening program and other promotional or training events, and that such promotional food costs are in addition to the Grand Opening Expenditure. Franchisee agrees to provide Franchisor with a summary of Grand Opening Program Expenditures within seventy-five (75) days after the Store opens. Franchisee's grand opening program will utilize the marketing and public relations programs and media and advertising materials that Franchisor has approved; Franchisee shall also advertise and display such advertisements and solicitations at the Store to attract potential franchisees to the System as the Franchisor may require from time to time.

All Marketing Fund Contributions, together with amounts contributed by other franchisees of the Franchisor, will be maintained in a separate fund ("**Marketing Fund**") administered by Franchisor. Such funds will be applied for the purpose of advertising and promoting the franchised and company-owned operations associated with the Marks and producing such advertisement and promotion. However, Franchisor cannot and does not ensure that any particular franchisee will benefit directly or pro-rata or at all from the placement of advertising and promotion. As of the date of this Agreement, Franchisor anticipates that the Marketing Fund Contributions of company-owned restaurants will resemble those of franchised restaurants, but Franchisee acknowledges and agrees that Franchisor reserves the right to modify the extent of their contributions at any time. Franchisor may consult with its franchisees from time to time concerning the advertising programs to be established by Franchisor and, for that purpose, may invite franchisees to participate in a franchisee advisory board. The cost of establishing and maintaining such an advisory board may be charged to the Marketing Fund. Notwithstanding any such consultation with franchisees, the Franchisor shall make all decisions concerning advertising and promotion in its sole discretion. This includes the right to use the Marketing Fund Contributions for broadcast or print advertising, the creation, development and production of advertising and promotional materials, including, but not limited to, ad slicks, radio, film and television commercials, videotapes, direct mail pieces, and other print advertising; any marketing or related research and development; developing, enhancing and maintaining Franchisor's Website; vehicle advertising menu development, point-of-sale advertising, retaining public relations firms, celebrity chef endorsements, and uniform designs; and advertising and marketing expenses, including payment for research and development on new Products and Services, services provided by advertising agencies or other marketing, research or consulting firms or agencies, customer incentive programs, sponsorships, marketing meetings and sales incentives, development of the Internet, Internet access provider costs, personnel to support the marketing function, subscriptions to industry newsletters or magazines, and administrative costs. Franchisor may reimburse itself or its designated representatives (which may be one or more of Franchisor's subsidiaries or affiliates) for administrative costs,

independent audits, reasonable accounting, bookkeeping, reporting, and legal expenses, taxes, and other reasonable direct and indirect expenses incurred by Franchisor or its representatives in connection with the programs funded by and the administration and operation of the Marketing Fund. Franchisor and its representatives will not be liable for any act or omission that is consistent with this Agreement and done in good faith. Franchisor and its representative may spend in any fiscal year more or less than the aggregate Marketing Fund Contribution of all stores to the Marketing Fund in that year, and the Marketing Fund may borrow from Franchisor or others (including Franchisor's affiliates) to cover deficits or invest surplus for future use. Franchisor may cause the Marketing Fund to be incorporated or operated through a separate entity at such time as Franchisor deems appropriate, and such successor entity, if established, will have all rights and duties specified in this Section. Franchisor and its representatives undertake no obligation to ensure that the Marketing Fund benefits Franchisee's Store in proportion to Franchisee's respective Marketing Fund Contributions or at all. Franchisee acknowledges and agrees that the Marketing Fund's primary purpose is to support sales by the entire Pokéworks System and to build brand identity. Franchisee agrees to participate in any promotional campaigns and advertising and other programs that the Marketing Fund periodically establishes.

Franchisee acknowledges and agrees that, from time to time, Franchisee will incur certain food and advertising costs in connection with regional or national advertising programs offered in connection with the Marketing Fund, and that such costs are in addition to, and cannot be used to offset, Franchisee's obligation to pay its monthly Marketing Fund Contribution.

Except as expressly provided in this Section 5.7, Franchisor shall assume no liability, direct or indirect or otherwise to Franchisee with respect to the maintenance, direction or administration of the Marketing Fund Contributions.

Although Franchisor intends the Marketing Fund to be of perpetual duration, the Franchisor has the right to terminate the Marketing Fund. Franchisor will not terminate the Marketing Fund, however, until all monies in the Marketing Fund have been expended for advertising and promotional purposes.

Franchisor and its representatives have the right, but not the obligation, to use collection agents and institute legal proceedings to collect Marketing Fund Contributions at the Marketing Fund's expense. Franchisor and its representatives also may forgive, waive, settle, and compromise all claims by or against the Marketing Fund. Franchisor and its representatives reserve the right, in Franchisor's sole discretion, to at any time defer or reduce Marketing Fund Contributions and operations for one (1) or more periods of any length.

5.8 Local Advertising Contributions and Local Advertising Cooperatives.

(a) In addition to the Marketing Fund Contributions to be made by Franchisee in accordance with Section 5.7 above, Franchisee agrees to spend an amount ("**Local Marketing Expenses**") equal to two percent (2%) of Gross Sales, such amount to be calculated and spent quarterly, for purposes of conducting local advertising marketing campaigns. Franchisor may request that Franchisee prepare and submit five (5) days after the end of every quarter a report setting out the Local Marketing Expenses actually

disbursed by Franchisee for that quarter during each quarter of the Term and any Interim Period.

(b) As of the date of this Agreement, Franchisor does not currently require Franchisee to participate in an advertising and public relations cooperative ("**Local Advertising Cooperative**") in regional and metropolitan areas where there are two or more Pokéworks franchisees. However, Franchisee acknowledges and agrees that Franchisor reserves the right, in its sole discretion, to form, change, merge or dissolve any Local Advertising Cooperative and to require Franchisee to participate in a Local Advertising Cooperative in the future. If Franchisor does so, at such time Franchisor may require Franchisee to pay Franchisee's proportionate share of the cost of joint regional and local public relations and advertising programs. However, as of the date of this Agreement, Franchisor anticipates that any such contributions required of Franchisee towards a Local Advertising Cooperative would be credited towards the Local Marketing Expenses that Franchisee is required to make under this Agreement.

5.9 Approval of Advertising by Franchisor. Without limiting the generality of Section 5.8, prior to their use by Franchisee, Franchisee must provide Franchisor with samples of all advertising and promotional materials and programs (including any proposed uses on the Internet or other electronic media or other forms of media approved by Franchisor) not prepare or previously approved by Franchisor, whether in respect to Franchisee's local advertising or marketing campaigns or advertising to be conducted by any Local Advertising Cooperative. All such materials must be approved by Franchisor in writing prior to any use by Franchisee, and Franchisor shall be entitled to grant, withhold or condition its consent to such use for any reason in Franchisor's sole discretion. If Franchisee does not receive written approval by Franchisor within thirty (30) days of the day such materials are submitted to Franchisee, the materials shall be deemed disapproved. Franchisee shall not use any advertising, marketing or promotional materials or programs that have been disapproved by Franchisor or that do not satisfy Franchisor's requirements with regard to copyright, trademark or other notices.

5.10 Entry by the Franchisor. Without prior notice, Franchisor, or its representatives, shall be entitled to enter upon the Store at any time during business hours for the purpose of determining whether the Franchisee is in compliance with the terms and conditions of this Agreement. Franchisor or its representatives shall be permitted to audit, photocopy and videotape Franchisee's business operations and records, and to interview Franchisee's employees, suppliers, and customers at any time throughout the Term or any Interim Period of this Agreement.

5.11 Continuous Operation. Subject to the terms of this Agreement, Franchisee shall, throughout the Term and any Interim Period, actively and continuously carry on the Business at the Store in compliance with the terms of this Agreement.

5.12 Maintenance of Store. Franchisee shall only operate its Business at the Store and it shall maintain the condition and appearance of the Store so as to be consistent with the image of a clean, modern, attractive and efficiently operated business and in accordance with the image of a Pokéworks franchise as dictated by the Franchisor from time to time. In connection therewith, the Franchisee shall at all times ensure that the Store is neat and clean, shall cause all

necessary repairs to be made to the Store and (subject to Section 5.13 and Section 5.15) shall periodically redecorate the Store and replace worn out or obsolete leasehold improvements, fixtures, furnishings, equipment, signs and wares as may be required by the Franchisor provided that the Franchisee shall not be required to do so within six (6) months of the expiration of the Lease unless the Franchisee has renewed or executed a new Lease for the Store. Franchisee shall also paint the entire Store, at Franchisee's sole cost and expense, at least once every three (3) years in colors that satisfy Franchisor's current standards. In the event of any dispute as to whether the Franchisee is in compliance with its obligations under this Section 5.12, the commercially reasonable determination of the Franchisor shall be final and binding. In the event the Franchisee fails to maintain the Store as required herein, the Franchisor or its designee may (in addition to any other remedy available to the Franchisor), but is not obligated to, perform such maintenance and do and perform, and cause to be done and performed, any further and other acts and things as may be necessary or desirable to effect the foregoing after giving fifteen (15) days prior written notice to the Franchisee, and all costs and expenses incurred by the Franchisor in doing so, plus an administrative fee equal to fifteen percent (15%) of such costs and expenses, shall be paid by the Franchisee on demand.

5.13 Alterations to Store. Franchisee shall not make any Material alteration to the Store, nor shall Franchisee make any Material replacement or alteration to the layout, leasehold improvements, fixtures, furnishings, signs, equipment, wares or appearance of the Store, without the prior written approval of Franchisor. For the purposes of this Section 5.13, "**Material**" shall mean any alteration(s) or replacement(s) having a value in the aggregate equal to or greater than Fifteen Hundred Dollars ($1,500.00) during each year of the Term of this Agreement.

5.14 Suggested Retail Prices. Franchisor shall from time to time provide the Franchisee with a suggested retail price for any or all of the food items, beverages, goods, and services sold by its franchisees generally, and Franchisee be encouraged but not required to sell any such food items, goods, beverages or services for a price that exceeds the suggested retail price. Franchisee is free to sell all food items, goods, beverages, and services for a price, which is less or more than the applicable suggested retail price. The suggested retail price for food items, beverages, goods, and services, as determined by Franchisor, may vary from region to region to the extent necessary in order to reflect differences in costs and other factors applicable to such regions. Franchisor reserves the right to establish maximum resale prices, in its sole discretion, on some or all items sold by Franchisee from the Store.

5.15 Inspections and Other Programs. Franchisor and/or its representatives shall have the right at any time and without prior notice to Franchisor, to enter and remain in the Store to inspect it and to otherwise examine the manner in which the Business is being conducted. In such event, Franchisee and its staff shall cooperate fully with Franchisor and/or its representatives. Franchisor reserves the right to implement and administer a "mystery shopper program" intended to provide Franchisee with feedback and to test compliance with the System and the Manual. Franchisee will pay or reimburse Franchisor for the cost of the mystery shopper visits to the Store. Franchisor may also implement a mandatory third party food safety inspection and consulting program, intended to test and train Franchisee and Store personnel on food safety and quality. Franchisor may charge, and Franchisee will promptly pay on receipt of an invoice from Franchisor or the program vendor, the cost of this program for Store visits and consulting services provided to Franchisee.

5.16 Compliance with Laws. Franchisee must at all times ensure that there is strict compliance with all laws, regulations, orders, by-laws and restrictions which affect the Business or the Store and shall immediately notify the Franchisor in writing of any notices, documents or correspondence relating to any breach by the Franchisee of any such laws, regulations, orders, by-laws and restrictions, including, without limitation, any fire, health and building inspection reports. Franchisee shall keep copies of all health department, fire department, building department, and other similar reports of inspections on file and available for inspection by Franchisor and its affiliates. Franchisee shall immediately forward to Franchisor or its designated representatives any such reports or inspections in which Franchisee has been found not to be in compliance with the underlying regulation.

5.17 Unacceptable Conduct. Any conduct or practice carried on by Franchisee, or Franchisee's employees, agents, or contractors, whether through advertising or operating procedures or otherwise, which, in the opinion of Franchisor, may harm the goodwill associated with the Marks or the System, or which may reflect unfavorably on Franchisor, the System, or other franchisees of Franchisor, or which may tend to confuse, mislead, deceive or be fraudulent to the public, must be immediately discontinued by Franchisee upon written notice from Franchisor. Without limiting the foregoing, Franchisee shall, or, if Franchisee is a legal entity, Franchisee shall cause its shareholders, partners, members, officers and directors, to conduct themselves in an upright and respectable manner while at the Store, within the Territory or any other Franchisor licensed locations.

5.18 Operating Procedures. Franchisor will be entitled to establish mandatory specifications, standards and procedures relating to the operation of a Pokéworks location generally, including without limitation:

(a) the type and quality of food, beverages, goods, and services to be offered at the Store, the recipes and procedures to be used in connection with preparing and serving food and beverages and the standards of service to be offered to customers;

(b) the safety, maintenance, cleanliness, operation and appearance of the Store and all fixtures, furnishings, equipment, wares and signs used in connection therewith;

(c) the hiring, appearance, conduct and training of employees, including the use of uniforms to be worn by Franchisee and its employees;

(d) the use of the Marks and the use and protection of trade secrets;

(e) the notices to be given for the purpose of indicating that the Business is owned by Franchisee, that Franchisee is a licensed user of the Marks and that the Marks are owned by Franchisor;

(f) the use and retention of standard forms;

(g) the use and illumination of signs, posters, displays, standard formats and similar items;

(h) the hours during which the Store shall be open for business to the public;

(i) the limiting of the placement of any personal property security interest in Franchisee's assets or any pledge of such assets; and

(j) the use and honoring of gift certificates, coupons, loyalty programs, and other such local and national promotional programs authorized by Franchisor.

5.19 Operations Manual. Franchisor agrees to loan Franchisee one (1) copy of the Manual. Franchisee shall abide by the specifications, standards and procedures referred to in Section 5.18 above in a manner consistent with this Agreement and all applicable laws. Specifications, standards and procedures prescribed from time to time by Franchisor in the Manual or otherwise communicated to Franchisee in writing, shall constitute provisions of this Agreement as if fully set forth herein. Franchisee shall operate the Business strictly in accordance with the Manual and this Agreement. Franchisee agrees to require all of its employees to abide by all specifications, standards and procedures set forth in the Manual or otherwise communicated to Franchisee in writing. Franchisor shall have the right to add to, and otherwise modify, the Manual from time to time to reflect changes in authorized Products and services, the System, or the operation of the Business. Franchisee covenants to accept, implement and adopt any such additions and modifications at Franchisee's own cost, except as provided in Section 3.7 with respect to a change in the Marks. Franchisee shall keep Franchisee's copy of the Manual up-to-date with replacement pages and insertions as instructed by Franchisor.

Franchisee acknowledges that the Manual contains proprietary information of Franchisor and Franchisee agrees to keep the Manual and its contents confidential at all times during the Term, any Interim Period and at any time thereafter, and not to make any copies thereof. Franchisor may transmit a copy of the Manual and any additions or modifications by e-mail, internet, intranet or other electronic means. Franchisor reserves the right to convert some or all of the Manual into an exclusively electronic format, and Franchisee agrees to access such electronic Manual through the Internet or through an intranet created and supported by Franchisor.

The Manual shall at all times remain the property of Franchisor and Franchisee shall promptly return all copies of the Manual (including all disks, CD-Roms and other electronic versions) to Franchisor upon Franchisor's request and in any event upon the termination or expiration of this Agreement for any reason. The Manual may not be copied or duplicated or disclosed to persons other than employees or officers who need the information to perform their jobs. The provisions of this Agreement shall prevail in the event of a conflict between the specifications, standards and procedures set out in the Manual and this Agreement. Franchisee acknowledges that the master copy of the Manual maintained by Franchisor at its principal office shall be controlling in the event of any dispute relative to the content of the Manual. If Franchisee's copy of the Manual is lost, destroyed, or significantly damaged, Franchisee agrees to obtain a replacement copy from Franchisor at Franchisor's then applicable charge. The current replacement charge is Five Hundred Dollars ($500.00), but such replacement charge may be increased or decreased by Franchisor at any time, within Franchisor's sole and absolute discretion and without notice to Franchisee.

5.20 Directions. Franchisee shall comply with all written directions given by Franchisor from time to time with respect to matters over which Franchisor has authority or control pursuant to this Agreement.

5.21 Technology, Communications, and Internet.

(a) Computer Systems and Required Software. We have the right to specify in the Operations Manual or otherwise in writing that you acquire and use in the operation of the Franchised Restaurant electronic data collection, storage, reporting, exchange and interchange capability and services, including certain brands, types, makes and models of communications, hardware and software systems, peripherals and equipment, including without limitation: (i) back office accounting, inventory and management systems, (ii) storage, retrieval and transmission systems for data, audio, video and voice files, (iii) point of sale systems or such other types of cash registers as we may designate or approve ("Cash Register Systems"), (iv) physical, electronic, data, and other security systems and procedures, (v) archival back-up systems, (vi) internet access capability and connectivity, and (vii) customer-facing privacy, marketing, ordering, entertainment, audio, video, internet access points and service systems (together, the "Technology"). We have the right, but not the obligation, to develop or have developed for us, or to designate computer software programs, web-based applications and portals, and accounting system software that you must use as part of the Technology ("Required Software"). You shall install, learn, use and integrate all updates, supplements, modifications or enhancements to the Required Software when we so require. We may specify in the Operations Manual or otherwise the tangible or cloud-based media upon which you shall record data, the database file structure of the Technology and the requirements to ensure your compliance with legal, information privacy or security, and payment card industry security standards. You shall implement and periodically make upgrades and other changes to the Technology as we request in writing (together, "Technology Upgrades") for all Franchised System Restaurants. We may be the sole supplier of proprietary Technology or Technology Upgrades that we develop or acquire for use at all Franchised Restaurants.

(b) Data. We may specify in the Operations Manual or otherwise in writing the information, including personal information as defined under applicable law, that you shall or shall not collect and maintain on the Technology. You will maintain your Cash Register and management systems on-line so that we may access them remotely at our discretion, copy stored data, update software, and view all records, files and reports available on or from those systems. You shall provide to us such reports as we may reasonably request from the data so collected and maintained. All data you provide to us, transfer to us from your Technology or download from us to your Technology will be created, received, or maintained on our behalf and owned exclusively by us or the data source we identify. We will have the right to use such data in any manner that we deem appropriate without compensation to you. All other data you capture, create or collect in the operation of the Franchised Restaurant or from your affiliation with us (including, without limitation, consumer and transaction data), is and will be owned exclusively by us during the Term of, and following termination or expiration of, this Agreement. You must provide to us in the format in which we require copies or original files of such data

at our request. We license the use of such data back to you, at no additional cost, solely for the Term and solely for your lawful use in the business franchised under this Agreement or in any other business that you own. You may not lease, sell or rent such data to others. Notwithstanding anything to the contrary herein, you agree to enter into such other agreements as we may specify to facilitate the foregoing in certain jurisdictions.

(c) Customer Facing Technology. We may mandate that you offer free wireless internet access or other accepted means of communication for customers of the Franchised Restaurant. We may also mandate customer facing technology to accept and process food and beverage orders, payments, privacy rights, entertainment options and other means of providing service, legal rights, and an attractive environment to customers.

(d) Privacy & Security. You shall abide by all applicable laws, regulations and payment card industry standards pertaining to the privacy and security of consumer and employee personal information and transactional information ("Privacy Laws"). You shall comply with our System Standards and policies pertaining to Privacy Laws. If there is a conflict between our Standards and policies pertaining to Privacy Laws and applicable law, you shall: (a) comply with the requirements of applicable law; (b) immediately give us written notice of said conflict; and (c) promptly and fully cooperate with us and our counsel to determine the most effective way, if any, to meet our System Standards and policies pertaining to Privacy Laws within the bounds of applicable law. You shall not publish, disseminate, implement, revise or rescind a data privacy policy or notice without our prior written consent. You shall encrypt personally identifiable information about customers and employees as required by Privacy Laws or the Operations Manual. You shall immediately notify us and actively coordinate with us to follow all notification requirements imposed by Privacy Laws, if any data breach, hack or unauthorized access event occurs.

(e) Customer Feedback. Customer experience, satisfaction and perceptions regarding the Store's performance and the System are important to both parties and impact the goodwill and reputation of the Store and the System with current and potential customers, critics and franchisees. We may request that you conduct customer surveys in-store, and we may engage in mystery shopping, conduct paper and electronic customer satisfaction surveys of your customers, compile social media posts, replies, comments and ratings about the Store, and assess performance and customer satisfaction indirectly from publicly available sources (collectively, "Customer Feedback"). You must cooperate with our reasonable requests for obtaining Customer Feedback. We may factor Customer Feedback into our assessment of the Store's compliance with Standards and the System, and your quality assessment scores. We may publish and disclose the results of Customer Feedback and our own quality assessments of your Store. We own all Customer Feedback and will share the Customer Feedback we collect about the Store with you. We may mask or anonymize the source of the feedback in our sole discretion. We reserve the right to use Customer Feedback we believe to be reliable in any manner and for any purpose we deem appropriate. Notwithstanding anything to the

contrary herein, you agree to enter into such other agreements as we may specify to facilitate the foregoing in certain jurisdictions.

5.22 Temporary Management of Store. Notwithstanding anything otherwise contained in this Agreement, if in Franchisor's judgment, acting reasonably, Franchisee is not conducting or otherwise managing the Business in a proper-manner and as a result, the Business is being affected detrimentally (whether financially, standards of quality are not being maintained or Franchisee is not otherwise complying with the System), Franchisor shall have the right but not the obligation, at Franchisees expense, to send a representative(s) to remain at the Store to in fact operate and/or manage the Business and to charge a reasonable fee therefor. Any fee charged by Franchisor to Franchisee for such services shall be paid forthwith upon receipt of invoice or at Franchisor's option. Franchisor may also deduct such amount from the receipts of the Business.

6. COVENANTS OF FRANCHISEE

6.1 Covenants of Franchisee. Throughout the Term and any Interim Period, Franchisee covenants and agrees with the Franchisor:

(a) at all times to maintain and employ in connection with the Business such working capital as may be required, in the sole discretion of Franchisor, to enable Franchisee to properly and fully carry out and perform all of its duties, obligations and responsibilities under this Agreement. The current minimum amount of working capital required at all times during the currency of this Agreement is Five Thousand Dollars ($5,000.00). The Franchisor may require that the such minimum amount be increased and the Franchisee shall comply with such requirements upon receipt of a written notice to that effect from the Franchisor;

(b) to advise each supplier, the public and all others with whom Franchisee deals, that the Business is owned by Franchisee, that Franchisee is an independent contractor and that all debts and liabilities incurred by it are for the account of the Franchisee only, and not Franchisor and without limiting the generality of the foregoing, the Franchisor may in its sole discretion require that Franchisee hang a sign designated or produced by Franchisor to that effect at a specific place at the Store, as may be directed by Franchisor which states the "Pokéworks ™" trademarks are owned by Beyond Restaurant Group, LLC, and the independent franchise operator of this restaurant is a licensed user of such trademarks." Any such sign or other signs bearing the name "Pokéworks," or any of the Marks shall remain property of Franchisor without compensation to Franchisee;

(c) to deposit all monies received from each day's business not later than the following banking day in an account or accounts to be maintained specifically for such purpose with Franchisee's bankers. Franchisee shall advise the Franchisor of the name of the bank and the branch thereof where such account or accounts are being maintained and shall instruct the bank that Franchisor shall at all times be entitled to information concerning the account of Franchisee, to examine all bank statements and canceled

checks and other bills of exchange and to institute the pre-authorized payment plan described at Section 8.3;

(d) to pay all taxes (levied or assessed), charges and expenses arising in connection with the Business, including, without limitation, rent, repair and maintenance charges, insurance premiums, staff wages and employer levies, business taxes, utility charges and accounts for goods and services purchased in connection with the operation of the Business. Franchisee shall, upon request, produce receipts showing payment of all such expenses which become due and payable during the one (1) year period immediately preceding such request;

(e) to promptly and completely observe and perform all terms, covenants, conditions and agreements contained on the part of Franchisee in the Lease;

(f) to purchase and maintain the following insurance coverage:

(i) insurance on Franchisee's inventory, fixtures, furniture, equipment, improvements, betterments, and wares in an amount equal to not less than the full replacement cost thereof with coverage against the perils of fire and standard extended coverage, including malicious mischief and burglary;

(ii) comprehensive public liability and property damage insurance, including personal injury liability, contractual liability, public liability and employer's liability, with coverage of not less than Two Million Dollars ($2,000,000) for any one occurrence and such greater amount as may be specified from time to time by Franchisor;

(iii) business interruption insurance in such amount as will reimburse Franchisee for direct or indirect loss of earnings attributed to all perils commonly insured against by prudent restaurant owners, or attributable to prevention of access to the Store, with coverage for a period of interruption of one hundred eighty (180) days and such longer period as may be specified by Franchisor from time to time;

(iv) such insurance as Franchisor may require for the purpose of insuring Franchisor's interest in any and all Royalties, lease payments and/or Marketing Fund Contributions due to it hereunder against any loss resulting from any interruption in the Business attributable to damage or destruction to the Store or to prevention of access to the Store or the death or disability of the Designated Manager, the Guarantor and/or Franchisee, if Franchisee is an individual;

(v) tenant's liability insurance;

(vi) Such other insurance as required by law, including Workers' Compensation Insurance in such amounts as prescribed by statute; and

(vii) such other insurance coverage as reasonably required by Franchisor or the Landlord from time to time.

Such insurance coverage shall be taken out in the name of Franchisee and shall name Franchisor, Franchisor's parent and affiliates, Franchisor's agents, representatives, shareholders, directors, officers and employees, and those of Franchisor's parent and affiliates as additional insureds and with insurers acceptable to Franchisor. On or prior to the Effective Date, Franchisee shall furnish Franchisor with certified copies of each of the insurance policies described above. Each such policy shall provide that it cannot be canceled without thirty (30) days' prior written notice to the Franchisor and that Franchisor will receive at least twenty (20) days' prior written notice of its expiration. Franchisee shall promptly refer all claims or potential claims against it or Franchisor to Franchisee's insurer and Franchisor. Franchisor reserves the right to add, delete, or otherwise amend any insurance requirement, including the amount of any required insurance coverage, in Franchisor's reasonable discretion, by advising Franchisee of such new requirement in writing in the Manual and providing Franchisee a reasonable period of time, not to exceed thirty (30) days, to acquire such coverage.

(g) that subject to Section 8.12, to not mortgage, charge, grant a security interest in or encumber any of the property and assets used in connection with the Business, without the prior written consent of Franchisor;

(h) that all improvements in the System developed by Franchisee or its employees, agents, contractors or affiliates shall be deemed to be sold to the Franchisor for $10.00 and that it shall disclose such improvements to Franchisor as soon as they are developed;

(i) to comply with all federal, state, municipal and local by-laws, rules and regulations, and shall obtain on a timely basis any and all permits, certificates or licenses necessary for the full and proper conduct of the Business, including, but not limited to, licenses to do business, name registrations, and sales tax permits Franchisee shall be solely and fully responsible for obtaining any and all licenses to operate the Store. Franchisee shall research the laws, building codes, restaurant and equipment rules, and business regulations to be certain the Franchisee is in compliance with all rules and regulations in the Franchisee's jurisdiction. Franchisee acknowledges that Franchisor does not know these laws for every market, county or state. Franchisee shall keep copies of all health department, fire department, building department, and other similar reports of inspections on file and available for inspection by Franchisor or one of Franchisor's representatives. Franchisee shall immediately forward to Franchisor and/or its designated representatives any such reports or inspections in which Franchisee has been found not to be in compliance with the underlying regulation;

(j) to not establish a Website on the Internet using any domain name containing the words "Pokéworks®," "www.pokeworks.com," or any variation thereof.

The Franchisor retains the sole right to advertise on the Internet and create a Website using "www.pokeworks.com" or similar domain names. Franchisee acknowledges that Franchisor, Franchisor's parent, or any of Franchisor's affiliates is the owner of all right, title and interest in and to such domain names as the Franchisor shall designate in the Manual. Any website designed by Franchisee which contains the Franchisor's Marks and/or logo must be approved in advance in writing by Franchisor. Franchisee further acknowledges that any representations and warranties of any kind whatsoever, express or implied, regarding Franchisor's Website, including representations and warranties as to the operation, functionality, lack of interruption or resources of the Website, are expressly excluded. Without limiting the foregoing, Franchisor disclaims any implied warranties of merchantability and fitness for a particular purpose as to its Website. As to any malfunctioning of Franchisor's Website, Franchisor will not be liable to Franchisee 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 the Franchisee has advised Franchisor that such damages are possible as a result of any breach of warranty or malfunction;

(k) Franchisee shall, at all times during the Term of this Agreement and any Interim Period, maintain an e-mail address on the Internet. Immediately upon securing such an e-mail address, Franchisee shall provide Franchisor with such e-mail address to be used by Franchisor for purposes of electronic communication with Franchisee. Franchisee's e-mail address shall not include the words "Pokéworks" or any derivation of such words, unless such e-mail address is provided to the Franchisee by the Franchisor;

(l) Franchisor reserves the right to require Franchisee to purchase and implement new technology initiatives, which may include but will not be limited to loyalty and case card programs, LCD or plasma monitors, high speed broadband Internet connection, music, Internet TV broadcasts, WIFI, and software management applications, surveillance systems, on-line ordering, remote ordering through PC's or handheld devices, E-learning, software applications designed to better manage business functions and control costs, and other such software as Franchisor may require under Section 5.21(a). Franchisee will be responsible for all fees associated with these new technology initiatives. Franchisee acknowledges and understands that computer systems are vulnerable to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders. Franchisor has taken reasonable steps to ensure that these problems will not materially affect the System. Franchisor does not guarantee that information or communication systems supplied by Franchisor or its suppliers will not be vulnerable to these problems. Franchisee acknowledges and agrees that Franchisee is solely responsible for protecting itself from these problems unless otherwise required by Privacy Laws. Franchisee must also take reasonable steps to verify that Franchisee's suppliers, lenders, landlords, customers, and governmental agencies on which Franchisee relies, are reasonably protected. This may include taking reasonable steps to secure Franchisee's systems, including, but not limited to, firewalls, access code protection, anti-virus systems, and use of backup systems;

(m) Franchisee shall permit Franchisor to speak and/or write to Franchisee's customers about the services being provided to such customers at or from the Store to ensure that the standards associated with the System are being achieved and maintained to Franchisor's satisfaction;

(n) should Franchisee be offered an opportunity to operate Franchisee's Store in combination with another store or fast casual concept, which shall be licensed directly to Franchisee by a third party franchisor approved by Franchisor ("**Co-Brand Franchisor**"), and Franchisee agrees to offer the products and/or services offered by the Co-Brand Franchisor, Franchisee shall establish a retail outlet licensed by the Co-Brand Franchisor and offer the products and/or services offered by the Co-Brand Franchisor, and Franchisee shall cooperate with Franchisor and the Co-Brand Franchisor to accommodate the different requirements of this Agreement, the Manual and Franchisor's policies and requirements, with those of the Co-Brand Franchisor, to permit the efficient and harmonious operation of the co-branded concepts at Franchisee's Store. Franchisor or the Co-Brand Franchisor may require Franchisee, for example, to alter the design of the Store, its hours of operations, any applicable signs and operational procedures and to execute a Co-Brand Agreement in a form acceptable to Franchisor and/or the Co-Brand Franchisor;

(o) to actively participate and abide by Franchisor's requirements and/or guidelines with respect to any programs introduced by Franchisor from time to time, including, without limitation, any programs, services or initiatives involving payroll services or debit/credit card services;

(p) to use the brand of fountain service beverages or other non-fountain beverages that Franchisor may designate from time to time, upon prior notice to Franchisee;

(q) to offer for sale all products included in Franchisor's standard menu as specified in the Manual, and to not add nor remove any product from Franchisor's standard menu unless Franchisor authorizes such removal in writing; and

(r) to comply with all agreements with third parties related to the Store, including, in particular, all provisions of any Lease.

6.2 Representation Regarding Terrorist Activity. Franchisee and its owners agree to comply with and/or to assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, Franchisee and its owners certify, represent, and warrant that none of their property or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee and its owners are not otherwise in violation of any of the Anti-Terrorism Laws.

(a) Franchisee and its owners certify that none of them, their respective employees, or anyone associated with Franchisee is listed in the Annex to Executive Order 13224 (which can be accessed at *http://www.treasury.gov/offices/enforcement/ofac/legal/eo/13224.pdf)*. Franchisee agrees

not to hire (or, if already employed, retain the employment of) any individual who is listed in the Annex.

(b) Franchisee and its owners certify that it and they have no knowledge or information that, if generally known, would result in Franchisee, its owners, their employees, or anyone associated with Franchisee to be listed in the Annex to Executive Order 13224.

(c) Franchisee and its owners are solely responsible for ascertaining what actions it and they must take to comply with the Anti-Terrorism Laws, and Franchisee and its owners specifically acknowledge and agree that its and their indemnification responsibilities set forth in this Agreement pertain to its and their obligations under this Section 6.3.

(d) Any misrepresentation under this Section or any violation of the Anti-Terrorism Laws by Franchisee, its owners, agents, its employees shall constitute grounds for immediate termination of this Agreement and any other agreement Franchisee has entered with Franchisor or any of the Franchisor's affiliates.

(e) "**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control and any government agency outside the U.S.) addressing or in any way relating to terrorist acts and/or acts of war.

7. COVENANTS OF THE FRANCHISOR

7.1 Covenants of Franchisor. Franchisor hereby covenants and agrees that, upon the request of Franchisee from time to time, Franchisor shall provide such assistance and support Franchisee as Franchisor, in its sole discretion, may deem appropriate in respect of the following:

(a) advice concerning the maintenance of food, beverages, goods, and services offered at the Store;

(b) advice in establishing stock controls for the Business;

(c) training programs in systems, standards, methods and procedures developed and introduced by the Franchisor from time to time;

(d) opening assistance consisting of one (1) or more representatives on site at the Store for not less than five (5) days to assist Franchisee in opening the Business; provided, however, Franchisee shall hire and exclusively be responsible for training, compensation, and control of its employees; and

(e) loan one (1) copy of the Manual, as described in Section 5.19, during the term of this Agreement.

8. PAYMENTS BY FRANCHISEE AND ACCOUNTING OBLIGATIONS

8.1 Initial Franchise Fee. In consideration of Franchisor entering into this Agreement and the opportunity to establish the Business as herein provided, the Franchisee agrees to pay Franchisor an initial franchise fee set forth in **Schedule A** ("**Initial Franchise Fee**"). The Initial Franchise Fee will be deemed fully earned upon receipt by Franchisor and non-refundable to Franchisee after it is paid.

8.2 Royalty. On or before Wednesday of each week or as determined by Franchisor, Franchisee shall pay to Franchisor an ongoing royalty ("**Royalty**" or "**Royalties**") equal to six percent (6%) of Gross Sales during the Term and any Interim Period.

8.3 Reports; Payment Dates.

(a) On or before Wednesday of each week or as determined by Franchisor, Franchisee shall report to the Franchisor Gross Sales by telephone, facsimile, electronically, or by other means permitted by Franchisor and provide such additional information requested by Franchisor for the week or such other frequency which Franchisor shall require during the Term and any Interim Period and Franchisee shall pay to Franchisor the Royalties and Marketing Fund Contributions due in accordance with such report.

(b) During the Term and any Interim Period, the Franchisee shall pay all Royalties and Marketing Fund Contributions due and owing to the Franchisor by participating in a pre-authorized payment plan ("**Payment Plan**") whereby Franchisor shall be authorized to debit Franchisee's bank account on a weekly basis or monthly basis, as determined by Franchisor. Franchisor also reserves the right to require payment from Franchisee of all Royalties and Marketing Fund Contributions due and owing to Franchisor in such other form or manner as Franchisor may determine from time to time. To effect the foregoing, Franchisee agrees to sign any necessary documents that may be required to institute the Payment Plan, which may be the same or similar to the form of document entitled Request for Pre-Authorized Payment, attached to this Agreement as **Schedule E**.

8.4 Books and Records. Franchisee shall maintain, at the Store, and/or its corporate head office or any other such location as agreed to in writing by Franchisor, and for such period of time and in such manner as we may from time to time prescribe, full and accurate accounts and records of all transactions relating to Gross Sales, including without limitation, receipts, cash register tapes, control sheets, inventory counts, deposit slips, business bank statements, cancelled checks, business tax returns, and other records necessary to verify Gross Sales. Such accounts and records shall be maintained in such a form that the Royalties and Marketing Fund Contributions payable under this Agreement may be readily and accurately determined and verified by Franchisor. Franchisor shall be entitled to require the use of specified methods, procedures and standard forms in connection with the maintenance by Franchisee of its accounts

and records and Franchisee shall comply with all such requirements, as they may be amended from time to time in the Manual. All such requirements of Franchisor shall conform to American generally accepted accounting principles ("**GAAP**") applied consistently on a year-to-year basis. Franchisor shall be entitled to specify equipment to be used by Franchisee in connection with recording sales by Franchisee and Franchisee shall promptly purchase and utilize such equipment as required by the Franchisor. Such specifications may be outlined in the Manual and may be changed from time to time in Franchisor's sole discretion. All accounts and records of Franchisee maintained hereunder shall be kept by Franchisee for a period of at least four (4) years (or such other period as required by government or other agencies that may have jurisdiction).

8.5 Financial Statement. Unless otherwise agreed upon by Franchisor, within fifteen (15) days of the end of each fiscal quarter during the Term and any Interim Period, the Franchisee shall submit to the Franchisor:

(a) a statement of profit and loss for the quarter then ended,

(b) a balance sheet of Franchisee as at the end of such quarter, and

(c) a listing of Franchisee's outstanding payables as at the end of such quarter.

8.6 Taking of Inventory. Franchisee shall take physical inventories at such intervals as may be required by Franchisor and shall provide Franchisor with the results of such inventories if the Franchisor so requires. The physical inventories shall be taken by Franchisee with or without the participation of a representative of Franchisor, which shall be in the discretion of Franchisor.

8.7 Annual Statements. The year-end of Franchisee must correspond with the year-end of Franchisor, which is currently December 31. Within ninety (90) days following the end of each December 31 year-end, Franchisee shall provide Franchisor, at Franchisee's expense, with financial statements of the Business as, at, and for the year then ended including a balance sheet, income statement, statement as to source and use of funds and notes thereto which are in compliance with GAAP. Such records shall be created exclusively for the Store and shall be separate and apart for records kept for any other business in which Franchisee and/or Guarantor have an interest (provided such interest in another business is an interest that is permitted under this Franchise Agreement). Each financial statement shall be accompanied by a sworn statement, executed by Franchisee or an officer of Franchisee, attesting that the items contained in the financial statement are true and accurate, that they completely and fully describe and disclose the information sought in such statement, and that the signer has made diligent and careful efforts to ascertain the truth, accuracy and completeness of such information. If at any time Franchisor believes this is not the case, Franchisor reserves the right to review or require submission of financial statements prepared, at Franchisee's expense, by an independent Certified Public Accountant acceptable to Franchisor.

8.8 Examination of Records. Franchisor, or its authorized representative, may examine, audit and make copies of all records and accounts maintained by Franchisee in connection with the Business at Franchisor's own cost and expense, and, for that purpose, shall

be entitled to enter any premises where such accounts and records are kept. If any such examination or audit shall disclose that Gross Sales have been understated in any report delivered by Franchisee to the Franchisor by more than two percent (2%) or if Franchisor or its representative shall determine that the accounts and records of Franchisee are not in compliance with the terms of this Agreement and/or are misstated according to GAAP, then the cost of such examination or audit shall be borne by Franchisee. Upon notification of the Royalties and/or Marketing Fund Contributions owing, as determined on the basis of such examination or audit, Franchisee shall immediately pay to Franchisor an amount equal to any deficiency in the Royalties or Marketing Fund Contributions actually paid to Franchisor together with the interest rate provided in Section 10.10 below. In addition, if any such examination or audit discloses that Gross Sales or any other accounts have been misstated by more than two percent (2%) and/or do not comply with GAAP, in any report delivered by Franchisee to Franchisor then, unless otherwise agreed by Franchisor, Franchisee will be required to conduct an annual review or audit of the financial statements for the Business by a firm of independent certified public accountants and the cost of such audit shall be borne by Franchisee. If you do not deliver any statement of Gross Sales as required or such statement is incomplete, we or our accountants shall have the right to estimate the Gross Sales for the period in question and you shall immediately pay the amount so estimated. Any estimation made by us and/or any report of our accountants shall be final and binding on all parties hereto. You and your staff shall cooperate fully with all persons carrying out any review, examination or audit conducted pursuant to this Section 8.8.

8.9 Recalculation of Royalties and Marketing Fund Contributions. If any examination or audit performed pursuant to Sections 8.7 or 8.8 discloses, in the opinion of Franchisor, that the accounts and records of the Franchisee are not in compliance with the terms of this Agreement and that an accurate determination of Gross Sales cannot be made, then Franchisor shall be entitled to estimate Gross Sales on the basis of information available to Franchisor (including the perceived volume of business in the Store as may be calculated by Franchisor), and Franchisee shall pay to Franchisor an amount equal to the amount by which the Royalties and Marketing Fund Contributions calculated on the basis of such estimated Gross Sales is in excess of the actual Royalties and Marketing Fund Contributions paid by Franchisee to Franchisor.

8.10 Point-of-Sale System and Data. Pursuant to Section 5.21(a), the Franchisor shall be entitled to require that Franchisee, at Franchisee's expense, connect its point-of-sale computer programs, with a computer facility designated by Franchisor so as to enable Franchisor to collect information concerning Gross Sales and Franchisee shall sign all documents and do such further acts as may be required by Franchisor from time to time in order to effect the foregoing. Without limiting the generality of the foregoing, Franchisee shall purchase such computer software and hardware and telephone equipment as may be required to implement the aforesaid point-of-sale programs and/or for any other purposes designated by Franchisor from time to time in the Manual or by notice in writing from suppliers designated by Franchisor and Franchisee shall assume and pay all such costs related to the program. If Franchisee fails or refuses to deliver any statement of Gross Sales as required or such statement is incomplete, Franchisor or its accountants will have the right to estimate the Gross Sales for the period in question and Franchisee shall immediately pay the amount so estimated. Any estimation made by Franchisor or any report of our accountants shall be final and binding on all parties hereto. Franchisee and

Franchisee's employees shall cooperate fully with all persons carrying out any review, examination or audit conducted pursuant to Section 8.8.

8.11 Bookkeeper. Franchisee acknowledges that the maintenance of accurate financial records, and the preparation of financial statements on a timely basis, is essential to the efficient operation of the Business. If Franchisee is not qualified to maintain accurate financial records, in Franchisor's reasonable determination, then Franchisee agrees to hire a qualified bookkeeper who will maintain the financial records of Franchisee and who will attend at the Store and/or the corporate head office for not less than once every two (2) weeks for that purpose. Franchisee must purchase such accounting software and Franchisee and or its bookkeeper will use the accounting software designated by Franchisor from time to time.

8.12 Maximum Borrowing Commitment. Franchisee acknowledges and agrees that Franchisor may from time to time designate the maximum amount of debt service ("**Maximum Debt Limit**") that the Business may be permitted to service. As of the date of this Agreement the Maximum Debt Limit is seventy percent (70%) of the Total Project Cost of establishing a Pokéworks Franchise, which includes all costs associated with the construction of the Pokéworks Restaurant, working capital requirements, all fees payable to Franchisor, including Initial Franchise Fees, and any other applicable costs ("**Total Project Cost**"). Franchisee shall not borrow in excess of the Maximum Debt Limit without Franchisor's prior written consent.

9. TERMINATION AND/OR DEFAULT

9.1 Termination upon Expiration of Term and any Interim Period. This Agreement shall immediately terminate at the end of the Term or at the end of the Interim Period as set forth in Section 2.3.

9.2 Termination Before Commencement of Operations – Without Notice, Initial Franchise Fee Forfeited. As set forth in Section 4.1 of this Agreement, Franchisee's failure to sign a Lease for the Store prior to the expiration of the Site Location Period will constitute abandonment of the Business by Franchisee and entitle Franchisor to terminate this Agreement and all rights granted the Franchisee hereunder without providing Franchisee with notice or the opportunity to cure.

9.3 Termination Before Commencement of Operations - With Notice, Initial Franchise Fee Forfeited. Franchisor will have the right, at its option, to terminate this Agreement and all rights granted the Franchisee hereunder, subject to the provisions of applicable state law governing franchise termination and renewal, effective upon receipt of notice by the Franchisee, upon the Franchisee failing to:

(a) lease the Store in the manner required by 4.1 and 4.2;

(b) commence to operate the Business as required by Section 4.4;

(c) successfully complete the initial training as required by Section 4.3.

(d) execute and deliver the Guaranty and Indemnity Agreement as required by this Franchise Agreement; or

(e) execute and deliver to Franchisor any of the other Schedules as required by this Agreement.

In the event of such termination, the Franchisor will have no liability to Franchisee whatsoever and Franchisee acknowledges, without limiting the generality of Section 8.1, that Franchisor may retain the Initial Franchise Fee paid pursuant to Section 8.1 as liquidated damages and not as a penalty.

9.4 Termination - With Notice and Effective Immediately. Franchisor may, at its sole option, terminate this Agreement and all rights hereunder, without affording Franchisee an opportunity to cure the default, effective immediately, unless otherwise specified herein or in the notice of termination, upon delivery of notice of termination if Franchisee and/or Guarantor or any corporation to which Franchisee and/or Guarantor have assigned this Agreement:

(a) If Franchisee begins operating Business without having obtained Franchisor's written consent, as required under Section 4.4 of this Agreement;

(b) commits an act of bankruptcy or becomes an insolvent person within the meaning of the United States Bankruptcy Code; or files, or fails to contest within three (3) days of filing and subsequently defeats, any petition in bankruptcy; or fails to contest, satisfy or vacate within sixty (60) days any execution, levy, or distress against the assets of the Business;

(c) fails to contest within ten (10) days and have removed the appointment of a receiver or other custodian (either temporary or permanent) of the Business or any part of its assets, except by the Franchisor pursuant to the provisions of this Agreement;

(d) takes the benefit of any act or proceeding for winding up its affairs or compromising its debts or purports to make a general assignment for the benefit of creditors;

(e) breaches the Lease or the Lease is terminated or if Franchisor or the landlord under the Lease, will become entitled to terminate the Lease (whether or not it exercises that right of termination);

(f) makes an assignment or sale of the Franchise or ownership in the Franchise without first complying with the provisions of this Agreement;

(g) knowingly make any material false statements to Franchisor in connection with Franchisee's application for the franchise;

(h) all or any part of the assets and property of the Business are seized by any of Franchisee's secured creditors, or if a receiver or manager is appointed with respect to Franchisee or the Business;

(i) abandons or surrenders or transfers control of the operation of its Business or fails to actively carry on business from the Store and such condition continues for two (2) days after notice of such default is given;

(j) submits on two (2) or more occasions during the Term or any Interim Period a report, financial statement, tax return, schedule or other information or supporting record which understates its Gross Sales by more than two percent (2%), unless the Franchisee demonstrates to Franchisor's satisfaction that such understatement resulted from inadvertent error; or if any audit performed pursuant to Sections 8.7 or 8.8 indicates that Gross Sales have been understated by more than two percent (2%) for any period; or if Gross Sales shall be understated by more than two percent (2%) on two or more occasions as determined on the basis of an examination of audits performed pursuant to Sections 8.7 or 8.8, or if the Franchisee shall repeatedly fail to maintain accounts and records in accordance with the terms of this Agreement;

(k) repeatedly fail to maintain accounts and records in accordance with the terms of this Agreement; for purposes of this subsection 9.04(c), "repeatedly" shall mean three (3) or more occasions during the Term of this Agreement;

(l) fails, or refuses, to submit any report, weekly summary, financial statement, tax return, schedule or other information or supporting records required herein, or submits such reports more than five (5) days late on two (2) or more occasions during the Term or any Interim Period unless due to circumstances beyond the control of Franchisee;

(m) operates the Business in a manner that presents a health or safety hazard to its customers, employees or the public and such manner of operation continues uncorrected after notice to correct same from any governmental body, Franchisor or the landlord is delivered to Franchisee;

(n) fails or refuses to pay any amount owed to the Franchisor, Franchisor's parent, or any of Franchisor's affiliates, or any authorized supplier of the Franchisor or the landlord for any debt whatsoever within five (5) days after a demand for payment or fails to honor on two (2) or more occasions during the Term or any Interim Period checks presented for payment or repeatedly and consistently pays any amount due hereunder after its due date;

(o) sells or offers for sale any unauthorized product or service;

(p) sells or offers for sale any merchandise which is in, Franchisor's sole opinion, of poor taste, or which Franchisor believes is likely to have an adverse effect on the System, the Marks or the goodwill associated with the Marks;

(q) fails to comply with any other provision of this Agreement or any specification, standard or procedure prescribed by Franchisor and Franchisee does not correct such failure within five (5) days, (or such longer period of time as Franchisor in its sole discretion deems appropriate,) after written notice from Franchisor (which shall describe the action that Franchisee must take) is delivered to Franchisee;

(r) violates any law, ordinance, rule, regulation of any governmental agency in connection with the operation of the Business or involving moral turpitude; which for

purposes of this Agreement shall mean conduct that is contrary to justice, honesty or morality;

(s) violates any law, ordinance, rule or regulation of any governmental agency in connection with the operation of the Business or involving moral turpitude;

(t) is convicted of a criminal offense;

(u) allows any lessor or encumbrancer or any other person, corporation or entity lawfully entitled, to take possession of any of the undertaking, Business, property or assets of the Franchisee;

(v) commits or suffers any default under any contract of conditional sale, mortgage or other security instrument;

(w) fails to observe or perform any of the rules, bulletins, directives or other notices set forth in the Manual, which in the opinion of Franchisor, are material and any such failure to observe or perform the same shall continue for a period of five (5) days, or such longer period of time as Franchisor in its sole discretion deems appropriate, after written notice thereof has been given to Franchisee;

(x) takes or threatens to take any action to liquidate its assets, or stops making payments in the usual course of business;

(y) fails to successfully complete Franchisor's training or retraining course(s);

(z) receives from Franchisor during the Term and any Interim Period three (3) or more notices of default regardless whether such notices of default relate to the same or different defaults, or whether such defaults have been remedied by Franchisee;

(aa) if Franchisee is a legal entity, changes the effective control of Franchisee, without the consent of Franchisor as required under Section 12 of this Agreement;

(bb) registers a trademark or trademarks utilizing the words "POKÉ" or "WORKS" or a colorable imitation thereof, or otherwise using such words in its corporate name;

(cc) discloses to any unauthorized person, copies or distributes the Manual, in whole or in part, through any means whatsoever, without Franchisor's written consent.

(dd) alters, amends or terminates its Lease without receiving Franchisor's prior written consent as required under Section 4.2 of this Agreement; or

(ee) fails to pay Franchisor the liquidated damages amounts set out in this Franchise Agreement.

Franchisor's waiver of any Franchisee's defaults will not constitute a waiver of any other default and will not prevent Franchisor from requiring Franchisee to strictly comply with this Agreement and/or any other agreement with the Franchisor and/or its affiliates.

9.5 Rights on Default. At any time following the occurrence of an event of default occurring as set forth in Sections 9.2, 9.3, and 9.4 (referred to herein as an "**Event of Default**"), without prejudice to any other rights available to the Franchisor set out in this Agreement, Franchisor will be in its sole discretion entitled and authorized to:

(a) terminate this Agreement and the rights granted to Franchisee hereunder in accordance with such sections; or

(b) attempt to remedy such Event of Default and for such purpose (but without limitation) Franchisor or its authorized agent may, but is not obligated to, (i) enter the Store, (ii) make payments on behalf of Franchisee, and/or (iii) take possession of the Store and operate the Business as agent for Franchisee for such period as Franchisor deems appropriate in the circumstances. Forthwith upon demand, Franchisee shall reimburse Franchisor for all costs and expenses incurred, and all payments made, by Franchisor or its agent in exercising any of its rights under this Section 9.5(b), plus an administrative fee equal to fifteen percent (15%) of such costs and expenses, and shall indemnify and save Franchisor harmless from all costs and expenses incurred in exercising any of its rights under this Section 9.5(b). Franchisor shall not be under any obligation to attempt to remedy any Event of Default hereunder. Franchisor may at any time terminate its efforts to remedy any Event of Default, without thereby incurring any liability or obligation to Franchisee. Any attempt to remedy an Event of Default under this Section 9.5(b) shall not constitute a waiver of such Event of Default, nor shall it prevent Franchisor from terminating this Agreement pursuant to Section 9.5(a) during the continuance of such Event of Default; or

(c) exercise its rights under Sections 10.4 or 10.6; or

(d) demand that Franchisee deliver to Franchisor all the certificates for all issued shares in the capital of Franchisee, if Franchisee is a corporation, or all the certificates evidencing all membership interests, if Franchisee is a limited liability company, outstanding at the time of the delivery by Franchisor of notice requiring such delivery, by way of pledge, to be held as security for the performance by Franchisee and the Guarantor of their obligations to Franchisor set out herein and in any other agreements between the Franchisor and Franchisee or Guarantor. Franchisee and Guarantor shall cause all shareholders to deliver such shares in accordance with the terms set out in the notice.

9.6 Non-Compliance Fees.

(a) Franchisee acknowledges that the success of the System and enhancing the value of its investment and the overall value of the System depends on maintaining consistent products, services, and standards of appearance and Franchisee acknowledges the importance of operating the Business in accordance with the System, as modified

from time to time. Franchisee further acknowledges that deviation from the requirements of the System, as specified in this Agreement and/or Manual, will damage Pokéworks, the System, the Marks, and Franchisor's goodwill, which damage is difficult to quantify. Accordingly, the parties agree that in the event Franchisee performs or fails to perform any of its obligations under this Agreement and/or any mandatory provision of the Manual in a manner or using a method that does not strictly conform to the requirements of this Agreement and/or the Manual, Franchisee shall pay to Franchisor, as liquidated and agreed upon damages ("**Non-Compliance Fees**"), and not as a penalty, the following amounts:

(i) $500 for the first Administrative Violation and $350 for each additional Administrative Violation;

(ii) $1,500 for each Training Violation; and

(iii) $350 for the first Operating Violation, $600 for the second Operating Violation, and $1,500 for each additional Operating Violation that occurs in a calendar year.

For the purposes of this Agreement, "**Administrative Violation**" means a failure to meet a deadline for delivery to Franchisor of a complete, accurate and truthful report, notice, filing, required documentation or proof of compliance; "**Training Violation**" means the failure of the Designated Manager or others to attend or complete mandatory information and training sessions; and "**Operating Violation**" means the failure to operate the Franchised Restaurant in compliance with this Agreement, the requirements of the System, and/or the Manual.

(b) The Non-Compliance Fees set out above must be paid to Franchisor within ten (10) days of receipt of notice of the violation from Franchisor. The imposition of Non-Compliance Fees as against Franchisee shall be at Franchisor's sole option. Franchisor is not required to impose Non-Compliance Fees and may instead elect to pursue our other remedies provided in this Agreement, including termination of this Agreement. Even if Franchisor imposes and Franchisee pays Non-Compliance Fees for any violation, Franchisor further reserves all other rights and remedies available to Franchisor under this Agreement or otherwise, and may thereafter elect to terminate this Agreement or to pursue any other remedy available to Franchisor at law or in equity for a subsequent violation. For greater certainty, Franchisor, in its absolute and sole discretion, shall determine whether there has been a deviation from this Agreement and/or the Manual.

9.7 Termination by Franchisor for Commercial Impracticability. The Parties agree that the commercial purpose of this Agreement is for Franchisor to license the System specified by Franchisor to Franchisee for use in operating the Franchised Business strictly in accordance with the Manual, in exchange for payment of the Fees and under the conditions set forth in this Agreement. This Agreement intends for Franchisee to control the terms and conditions of employment for the employees of the Franchised Business, and to supervise such employees as their employer, as set forth in Section 5, without constituting Franchisor as a joint employer of

Franchisee or Franchisee's employees. Franchisee acknowledges that Franchisor is not in the business of owning and operating any Franchised Business, and Franchisee has independently decided to enter into this Agreement to obtain the right to use the System so as to enter into the trade and business contemplated by the System. Franchisor may terminate this Agreement by written notice to Franchisee without penalty and without payment of any refunds or damages to Franchisee, and Franchisee will follow its post-termination obligations under Section 10 at its expense, if Franchisor determines in its sole discretion that either (i) a law or regulation is enacted, promulgated, repealed, modified or amended, (ii) a judicial or administrative tribunal or administrative agency has issued, published or released a decision, ruling or opinion in a matter not involving the Parties directly or indirectly that Franchisor reasonably expects will affect applicable law or its interpretation, or (iii) an administrative agency, arbitrator or judge has issued an interim or final decision in a matter in which the Parties are involved directly or indirectly, which (A) frustrates or adversely affects or could reasonably be expected to affect adversely the purposes of this Agreement, (B) makes performance of this Agreement commercially impracticable, (C) effectively modifies the allocation of risk, benefits and burdens agreed by the Parties, (D) deprives any Party of its benefits of the bargain struck by the Parties, as originally set forth in this Agreement, or (E) determines that an employment or a joint employment relationship exists between Franchisor and Franchisee.

10. RIGHTS AND OBLIGATIONS OF PARTIES UPON TERMINATION

10.1 Termination Defined. "**Termination**" will mean the termination or expiration of this Agreement, whether by reason of expiration of the Term or any Interim Period or by reason of Franchisor exercising its right to terminate this Agreement as a result of an Event of Default or otherwise.

10.2 Franchisee Obligations on Termination. At all times up to the date of Termination, Franchisee will, in all respects, be bound by all the terms of this Agreement, and Termination will not relieve Franchisee of any obligation that shall have accrued under this Agreement to the date of Termination. Upon Termination:

(a) the License shall be terminated and Franchisee shall immediately discontinue the use of the Marks in accordance with Section 3.8 of this Agreement;

(b) Franchisee shall take such action within five (5) days as may be required to cancel all registrations, including trade name registrations, relating to Franchisee's use of the Marks. If Franchisee was awarded a telephone directory listing associated with the Marks, Franchisee will notify the telephone company and all listing agencies of the termination or expiration of Franchisee's rights to use any telephone number and any classified or other telephone directory listings associated with the Marks and will authorize the transfer of same to Franchisor or any new franchisee approved by Franchisor. Franchisee acknowledges that, as between Franchisee and Franchisor, Franchisor has the sole right to, and interest in, all telephone numbers and directory listings associated with the Marks. Franchisee will, within two (2) days following termination, dismantle any frames and links between Franchisor's website and any other authorized or unauthorized websites owned or controlled by Franchisee, if and as requested by Franchisor, such costs to be borne completely by Franchisee. Franchisee

hereby irrevocably appoints Franchisor as Franchisee's true and lawful attorney-in-fact, which appointment is coupled with an interest, to execute such directions and authorizations as may be necessary or prudent to accomplish the provisions of this Section 10.2(b). Franchisee shall execute a document substantially in the form attached as **Schedule I** as further evidence of Franchisor's rights upon Termination;

(c) In the event Franchisee lawfully maintains possession of the Store subsequent to the Termination, Franchisee will immediately upon Franchisor's request make such alterations and removals or changes in signs and colors as Franchisor may reasonably request so as to distinguish effectively the Store from its former appearance and from the then-prevailing image of the System. If Franchisee fails to make such changes in a timely manner, Franchisor may enter upon such Store premises and make such changes at Franchisee's expense without such action constituting a trespass and without being liable to Franchisee in any manner;

(d) the Franchisee will immediately remove all signs, displays, logos, symbols, slogans, graphics, and other things, which contain or display any of the Marks or other names belonging to Franchisor;

(e) the Franchisee will deliver to Franchisor all advertising material, bulletins, all copies of the Manual, handbooks, training tapes, drawings, designs, uniforms, correspondence, stationery, files, and paper goods which are in the possession or control of Franchisee and which belong to Franchisor or which bear any Marks, and all copies thereof, including all disks, CD-ROMs, DVDs and electronic copies;

(f) all amounts owing by Franchisee to all third-party creditors and to the Franchisor and any affiliate and subsidiary of Franchisor under any of the agreements entered into by Franchisor or such affiliate or subsidiary shall immediately become due and payable; and

(g) take such action as Franchisor may request to disassociate itself from the System including, without limitation, to cease and desist using website addresses, e-mail addresses, domain names, and telephone numbers.

10.3 Franchisor May Pay Trade Debts. Franchisee agrees to pay within five (5) days of the effective date of Termination all amounts owed to Franchisor, the landlord of the Store and Franchisee's trade and other creditors which are then unpaid. All periodic payments to Franchisor will be deemed to accrue daily and shall be adjusted accordingly.

Upon Termination, Franchisor will be entitled, but not obligated, to pay all or any part of the trade debts of Franchisee in order to preserve the goodwill of the Franchisor with trade creditors. If Franchisor elects to make such payments, then the amount thereof will become immediately due and payable by Franchisee and Guarantor.

10.4 Options to Purchase. Upon Termination, Franchisor will have the option, but not the obligation to:

(a) purchase from Franchisee all or any part of the inventory of food, beverages and paper goods owned by Franchisee in connection with the Business, other than food, beverages and paper goods which are spoiled, stale dated or not then in use by other Pokéworks™ franchisees generally, for a purchase price equal to the price paid by the Franchisee therefore plus verified shipping costs;

(b) purchase from Franchisor all or any part of the furniture, furnishings, fixtures, equipment and small wares owned by Franchisee and used in connection with the Business for a purchase price to be agreed upon by the parties that are to be sold. If the parties are unable to agree as to a purchase price and terms, the fair market value of such property will be determined by three appraisers chosen in the following manner: Franchisee will select one appraiser and Franchisor will select one appraiser, and the two appraisers so chosen will select a third appraiser. The decision of the majority of the appraisers so chosen will be conclusive. The cost of the third appraiser will be shared equally by the parties. The determined purchase price will be adjusted by setting off and reducing the purchase price by any amount owing by Franchisee to Franchisor or its affiliates, any losses Franchisor may incur from the interim operation of the business as outlined in Section 10.6 below, and including any amounts paid by Franchisor to cure Franchisee's defaults with third parties including, but not limited to, suppliers and Landlords (the decision to pay such cure amounts to be the sole decision of Franchisor);

(c) receive an assignment of Franchisee's interest in all or any leases of the furniture, fixtures, equipment, and small wares used in connection with the Business in consideration of the assumption by Franchisor of all future obligations of Franchisee under such leases; and/or

(d) receive an assignment of Franchisee's interest in the Lease in consideration of the assumption by Franchisor of all of the future obligations to Franchisee under the Lease.

Each of the options described in this Section 10.4 may only be exercised by written notice given to Franchisee by Franchisor within ninety (90) days of Termination and each such option shall survive Termination. If Franchisor elects to exercise the option described in Section 10.4(d), then Franchisor shall not be obligated to exercise the options described in Sections 10.4(a), 10.4(b) and 10.4(c).

10.5 Completion of Purchase. Upon the exercise by Franchisor of any of the options described in Section 10.4, there shall be a binding agreement of purchase and sale between Franchisor and Franchisee, pursuant to which the Franchisee shall be bound to sell or assign, and Franchisor shall be bound to purchase or assume, the property or interest with respect to which such option was exercised ("**Purchased Property**"). Subject to Section 10.6, the closing of the transaction shall occur on the first business day after the fifteenth (15th) day following the exercise of such option. At the closing of the transaction, the Franchisee agrees to sell, transfer and assign to Franchisor good and marketable title to the Purchased Property, free and clear of all mortgages, charges, liens, security interests and other encumbrances whatsoever and to execute and deliver to Franchisor such bills of sale, assignments and other conveyances of title as

may be necessary in order to effectively transfer Franchisee's interest in the Purchased Property to Franchisor.

This transaction of purchase and sale shall be subject to all applicable bulk sales legislation and Franchisor or its agent shall be entitled to act as trustee for the payment of money required to be paid thereunder. Unless mutually satisfactory arrangements are otherwise made between Franchisor and Franchisee, and subject to applicable bulk sales legislation, the purchase price shall be applied on closing as follows:

(a) first, to the payment of all amounts necessary in order to obtain a discharge of all mortgages, liens, charges, security interests and other encumbrances on the Purchased Property;

(b) second, to the payment of all amounts which are due and owing by Franchisee (i) to Franchisor, (ii) under the Lease, (iii) to the trade creditors of Franchisee, and (iv) to any governmental agency; and

(c) third, to Franchisee, at Franchisor's option in full, or in eighteen (18) equal monthly installments, with interest at a rate equal to the prime lending rate as of the closing at Franchisor's bank.

If Franchisee fails to close this transaction on the date set for closing, then Franchisor shall be entitled to pay the purchase price as provided above, and in that regard shall be entitled to deposit that portion of the purchase price which is to be paid to Franchisee into a bank account opened in the name of Franchisee or to an account established for the benefit of Franchisee, and to advise Franchisee as to the particulars of such bank account or trust account, whereupon Franchisor will be entitled to take possession for its own account the Purchased Property, including the Store if Franchisor is entitled to an assignment of the Lease.

10.6 Interim Right to Operate Business.

(a) In order to enable Franchisor to determine whether it will exercise any of its options under Section 10.4 and to preserve the goodwill associated with the Business, Franchisor, or its authorized agent, shall be entitled to take exclusive possession of the Store for a period of up to ninety (90) days prior to Termination and to operate the Business as agent for and on behalf of Franchisee during that period.

(b) This right on the part of Franchisor will be exercised by written notice given by Franchisor to Franchisee. From and after the giving of such written notice, Franchisee will deliver exclusive possession of the Store to Franchisor and will provide Franchisor with access to all books and records relating to the Business. If Franchisor will elect to exercise any of its options under Section 10.4, then the period of Franchisor's occupancy of the Store under this Section 10.6 shall be extended until the closing of the transaction of purchase and sale arising out to the exercise of such option. Franchisor will have the right to terminate its management of the Business at any time upon written notice to Franchisee.

(c) In managing the Business as agent for Franchisee, Franchisor will be liable to account to Franchisee only in respect of the income received by it in managing the Business less its bona fide expenses, including its reasonable fees charged for such management and any legal fees incurred by Franchisor or its agent relating to its management of the Business. Franchisor will not be liable or responsible for any losses, costs, expenses or damages suffered by Franchisee during the management of the Business by Franchisor or its agent, and Franchisee agrees to indemnify Franchisor for any losses, costs, expenses or damages suffered by Franchisor in respect of the Business operated by Franchisee up to and including the date of Termination and the period during which Franchisor is managing the Business.

10.7 Power-of-Attorney Upon Termination and Legal Incapacity.

(a) Franchisee hereby irrevocably appoints Franchisor, with full power of substitution, as Franchisee's true and lawful attorney-in-fact, which appointment is coupled with an interest, to take any action, execute any document, or do any other act or things required by Section 10 at Franchisee's sole risk and expense upon Franchisee's failure or refusal to comply fully therewith within ten (10) days after termination or expiration of this Agreement.

(b) Franchisee consents and agrees that Franchisor or its designated agents shall have the right to enter the Store at any time, at Franchisee's sole risk and expense and without liability for trespass, tort or other act, to make any alterations thereto upon Franchisee's failure or refusal to do so within ten (10) days after the termination or expiration of this Agreement.

(c) Franchisee hereby covenants and agrees for its successors and assigns to allow, ratify and confirm whatsoever Franchisor shall do by virtue of the foregoing power-of-attorney. Franchisee hereby declares that the power-of-attorney herein granted may be exercised during any subsequent legal incapacity on Franchisee's part.

10.8 Accounting Between Parties. Within the latter of (a) one hundred twenty (120) days after Termination, or sixty (60) days following our possession and management of the Store should Franchisor exercise its interim right to operate the Business under Section 10.6 hereof, and (b) ten (10) days following the closing of the transaction of purchase and sale pursuant to Section 10.4, there shall be an accounting between the parties with respect to the monies due by each to the other under the terms of this Agreement or under any agreement or instrument entered into between them, and each of the parties agrees promptly to pay to the other whatever monies shall be found as owing by one to the other pursuant to such accounting. Such accounting shall be subject to readjustment.

10.9 Indemnity. Franchisee agrees to indemnify and hold the Franchisor and its affiliates and subsidiaries and their respective officers, directors, agents, employees and contractors ("**Indemnified Parties**") harmless from and against any and all losses, damages, liability, costs and expenses, including, without limitation, legal fees, courts costs, and expert witness fees, suffered or incurred by any of the Indemnified Parties as a result of: (a) any violation of this Agreement, the Lease or any other agreement by the Franchisee or the

Guarantor; (b) any act or omission on the part of Franchisee or Guarantor or any of their respective agents, servants, employees or contractors; or (c) any claims, damages, suits or rights of any persons, firms or corporations arising from the operation of the Business or anything which may occur at the Store.

10.10 Interest on Overdue Accounts. All amounts payable pursuant to this Agreement or any other agreement between the Franchisor or any of its affiliates or subsidiaries and the Franchisee shall bear interest after the date upon which the said payment becomes due until paid in full at the lesser of ten percent (10%) of the balance past due after thirty days or the highest rate allowed by law. The acceptance of any interest payment shall not be construed as a waiver by Franchisor of its rights in respect of the default giving rise to such payment and shall be without prejudice to Franchisor's right to terminate this Agreement in respect of such default in accordance with the provisions of this Agreement.

10.11 Survival of Obligations. All obligations of the parties hereto which expressly or by their nature survive the Termination of this Agreement shall continue in full force and effect notwithstanding such expiration or termination. In particular, but without limiting the generality of the foregoing, the provisions of Sections 3, 5.16, 9, 10 and 15 shall survive Termination of this Agreement.

10.12 Acceleration of Note and Security Interest. In the event that this Agreement expires or is terminated for any reason whatsoever and Franchisor is the lender under any loan agreement ("**Loan**") or the holder of any promissory note ("**Note**") or the holder of any personal property, stock or membership certificates, security interest, chattel mortgage, debenture or mortgage of any nature whatsoever ("**Security Interest**") from Franchisee concerning assets used at any time by the Franchisee in the Business or which are situated on the Store, such Loan, Note or Security Interest shall, upon the effective date of termination or expiration, immediately become fully due and payable as to all principal and interest so loaned and secured.

11. GUARANTY

11.1 Obligation to Execute Guaranty. Guarantor hereby agrees to, and it is a condition of this Agreement that the Guarantor and Guarantor's spouse or domestic partner will, execute and deliver to Franchisor an indemnity and guaranty in the form annexed hereto as **Schedule F** forthwith upon the execution of this Agreement.

12. SALE OF BUSINESS

12.1 No Transfer Unless Permitted.

(a) Franchisee must not (i) assign or transfer, or grant any security in, any of its rights under this Agreement or the Lease, or (ii) sublet or part with possession of the Store, or (iii) grant any license or concession to use or occupy all or any part of the Store, except in accordance with Sections 12.3 and 12.4 of this Agreement.

(b) Notwithstanding anything in this Agreement to the contrary but subject to Section 13, Franchisee and any shareholder(s), partner(s), or member(s) of Franchisee, if Franchisee is a corporation, partnership, or a limited liability company, shall not assign,

sell or transfer any rights that it has or they may have under this Agreement without first obtaining the written consent of the Franchisor, which consent may not be unreasonably withheld or delayed, and provided that Franchisee is in full compliance with the terms of this Agreement at the time of the requested transfer and at the time of the transfer.

12.2 Bona Fide Offer Defined. When used in this Agreement, the term "**Bona Fide Offer**" means an offer from an arm's length party to purchase the Business pursuant to which:

(a) the purchaser shall purchase in the case of an asset sale, all or substantially all of the assets then used in connection with the Business and shall receive an assignment of the Franchisee's rights under this Agreement, the Lease and any leases of equipment used in connection with the Business (and no other property or rights shall be purchased), and in the case of a sale of shares in the capital stock or membership interests of the Franchisee, all but not less than all of the shares or membership interests owned by the shareholder(s) or members of the Franchisee,

(b) the purchase price ("**Purchase Price**") for the Business shall be expressed solely as a monetary sum payable in cash or by certified check,

(c) not less than twenty-five percent (25%) of the Purchase Price shall be payable at closing and the remainder (if any) shall be paid in equal periodic installments over not more than five (5) years or the remaining Term of this Agreement, whichever is less,

(d) the sole security for the payment of the Purchase Price shall be, in the case of an asset sale, a purchase money security interest in the tangible assets being purchased and sold, and in the case of a share sale, a pledge of shares by the purchaser in favor of the Franchisee; provided, however, that the Franchisee shall not directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, convey, donate, pledge, mortgage or otherwise encumber any such assets or shares or offer or attempt to do so or permit the same to be done without the Franchisor's prior written consent,

(e) the underlying terms and conditions are bona fide and are not so unique or unusual as to render it impossible for the Franchisor to perform and observe them on a commercially reasonable basis, and

(f) the purchaser shall have agreed in writing to pay all applicable taxes in respect of the Bona Fide Offer.

12.3 Transfer to Personal Corporation. If Franchisee is not a corporation or other legal business entity, then Franchisee will be entitled to assign all its rights under this Agreement to a corporation ("**Franchisee Corporation**"), provided that each of the following conditions are satisfied:

(a) Franchisee is not in default under this Agreement on the date of such assignment;

(b) the Franchisee will assign the Lease to the Franchisee Corporation and the Landlord shall consent to such assignment;

(c) Franchisee will own all of the issued and outstanding shares of the Franchisee Corporation at the time of the assignment, and the activities of the Franchisee Corporation shall be confined exclusively to operating a POKÉWORKS™ franchise;

(d) the Franchisee Corporation will enter into a written agreement with Franchisor, in form satisfactory to Franchisor, pursuant to which the Franchisee Corporation shall covenant to observe and perform all the terms, covenants and conditions to be observed and performed on the part of Franchisee under this Agreement;

(e) Franchisee shall provide Franchisor with a guaranty and indemnity, in a form satisfactory to Franchisor, whereby Franchisee and any and all other future shareholders of the Franchisee Corporation shall guarantee the obligations of the Franchisee Corporation.

12.4 Transfer Under Bona Fide Offer. Franchisee shall be entitled to assign its rights under this Agreement and the Lease pursuant to a Bona Fide Offer, subject to each of the following terms and conditions:

(a) Franchisee shall comply with the provisions of Section 12.5;

(b) Franchisee shall not be in default under this Agreement, the Lease, or any other agreement during both the sixty- (60-) day period prior to receiving Bona Fide Offer and the period to the date of such assignment, and prior to the time of transfer Franchisee shall bring its Store into full compliance with Franchisor's then-current standards as set forth in the Manual or bulletin. Without limiting the generality of the foregoing, all of Franchisee's accrued monetary and other obligations to Franchisor shall have been satisfied in full;

(c) Franchisee provides written notice to Franchisor at least sixty (60) days prior to the proposed effective date of such assignment and Franchise shall have obtained the prior written consent of the Franchisor to such assignment, which consent shall not be unreasonably withheld; provided, however, without limiting the generality of the foregoing, the Franchisor shall be entitled to withhold its consent to such assignment where, in the opinion of the Franchisor, such assignee is not of good moral character and reputation or does not have adequate financial strength or a satisfactory credit rating, business experience, aptitude, fails to pass Franchisor's English competency test and other required tests, or does not possess appropriate business qualifications or does not satisfy any of the other qualifications required for franchisees joining the System at that time. The Franchisee shall provide the Franchisor with such reasonable information as the Franchisor may request in order to make such determination. Franchisor shall have thirty (30) days from the date of receipt of the written notice of the proposed assignment to approve or disapprove, in writing, Franchisee's proposed assignment. If Franchisee and the proposed assignee comply with all conditions for assignment set forth herein and

the Franchisor has not given Franchisee written notice of Franchisor's approval or disapproval within a 30-day period, approval is deemed denied;

(d) the assignee shall enter into Franchisor's then-current form of Franchise Agreement as franchisee, which agreement shall have terms equal to the remainder of their respective terms but which may contain provisions substantially different from those contained in this Agreement, including a higher Royalty and greater expenditures for advertising and promotion than are provided in this Agreement, and such other documents then customarily used by Franchisor to grant franchises as may be reasonably requested by Franchisor;

(e) if the assignee is a corporation, the shareholders of the corporation shall jointly and severally guarantee the obligations of the assignee under the franchise agreement referred to in Section 12.4(d) by entering into a guaranty and indemnity in form satisfactory to the Franchisor;

(f) on or before the date of such assignment, Franchisee will pay to Franchisor the following amounts:

(i) a transfer fee ("**Transfer Fee**") equal to fifty percent (50%) of Franchisor's then-current Initial Franchise Fee; and

(ii) Franchisor's legal fees;

(g) the assignee will not have debt of more than seventy percent (70%) of the sale price of the Business to the assignee and Franchisor has determined that the terms of payment are not so burdensome as to affect adversely the assignee's future operation of the Business;

(h) the assignee will ensure that its Designated Manager and Guarantor successfully completes a training program established by Franchisor and that the assignee shall otherwise meet all criteria for a franchisee of Franchisor as may be established by Franchisor from time to time. The Assignee shall not be permitted to attend training until such time it has satisfied all of Franchisor's conditions, which include the execution of the then-current form of Franchise Agreement and Franchisor having received the Transfer Fee;

(i) Franchisee will execute Franchisor's then current form of assignment and consent agreement and Franchisee shall release Franchisor, its parent, affiliates, and subsidiaries (if any) and its and their respective officers, directors and employees from all claims, suits and actions which Franchisee may have against any of them by reason of any act, omission, cause, matter or thing up to the date of such assignment;

(j) the assignee, at its own cost, agrees to make all capital expenditures requested by Franchisor to renovate, refurbish, remodel and modernize the Store so as to reflect the then-current image for Franchisor prior to the transfer or within a timeframe specified by Franchisor;

(k) the landlord provides written consent to the assignment of the Lease for the Store to the proposed assignee;

(l) the proposed assignee provides such personal guarantees which Franchisor may request, guaranteeing the proposed assignee's performance of its obligations under the agreements to be entered into;

(m) in the case of an asset sale, the assignee purchases all of Franchisee's assets used in the Business in accordance with all applicable bulk sales legislation and assumes all of Franchisee's business liabilities, including all tax liabilities, unless such liabilities have been paid prior to the closing of the transaction of purchase and sale;

(n) if Franchisee or its Guarantor(s) finance any part of the purchase price, Franchisee and its Guarantor(s) agree that all of the assignee's obligations under promissory notes, agreement, or security interests reserved in the Business are subordinate to assignee's obligations to pay fees and other amounts due to Franchisor and its affiliates and otherwise to comply with this Agreement and the Lease. Franchisee will not take any security interest in the assets of the assignee or the assets of the Business without Franchisor's written consent;

(o) Franchisee abides by all post-termination covenants, including, without limitation, the covenant not to compete set forth in Section 15; and

(p) Neither the assignee or its owners, without Franchisor's prior written consent, take over possession of the Business at the Store until the assignment is complete;

(q) any advertisement for a transfer shall be approved by Franchisor in writing; and

(r) the assignee shall have agreed in writing for Franchisor to conduct a grand opening advertising and promotional program for the Store at the time of transfer according to guidelines established by Franchisor, which may include spending a minimum of Seven Thousand Five Hundred Dollars ($7,500) for the grand opening program. The assignee must acknowledge and agree that it will incur certain food costs in connection with its grand opening expenditures and other promotional or training events. The assignee will agree to provide Franchisor with a summary of its grand opening expenditures within seventy-five (75) days following the earlier of the Store opening or transfer. The assignee grand opening transfer program will only utilize the marketing and public relations programs and media and advertising materials that Franchisor has approved in writing.

12.5 Right Of First Refusal. Without in any way derogating or otherwise affecting the Franchisor's right to reject a proposed assignee pursuant to Section 12.4 herein, if at any time during the Term or any Interim Period, Franchisee receives a Bona Fide Offer which Franchisee wishes to accept, or Franchisee intends to make a Bona Fide Offer, then Franchisee shall deliver to the Franchisor a true copy of such Bona Fide Offer together with an offer in writing ("**Franchisee's Offer**") to sell the Business to Franchisor on the same terms as described in the

Bona Fide Offer. Franchisor shall be entitled to accept Franchisee's Offer at any time within ten (10) business days after receipt of Franchisee's Offer by Franchisor, whereupon such acceptance shall be deemed to be a binding agreement of purchase and sale between Franchisor and Franchisee on the terms and conditions contained in Franchisee's Offer. If Franchisor fails to accept Franchisee's Offer within ten (10) business days following its receipt by Franchisor, Franchisee may make or accept the Bona Fide Offer subject to the provisions of Section 12.4, provided that the transaction contemplated under the Bona Fide Offer shall be completed within one hundred and twenty (120) days following the expiration of such period of ten (10) business days. If the transaction contemplated under the Bona Fide Offer is not completed within such one hundred and twenty (120) day period or if the terms of the Bona Fide Offer are changed from those described in Franchisee's Offer, then the Franchisee shall be obligated to once again comply with the provision of this Section 12.5.

12.6 Continued Responsibility. Notwithstanding any assignment of Franchisee's rights under this Agreement, Franchisee shall remain liable for the prompt and complete observance and performance of all of the terms, covenants and conditions to be observed and performed on the part of Franchisee under this Agreement on or before the said assignment.

12.7 Equity Holders. Franchisee hereby warrants and represents to Franchisor that the individuals named in **Schedule G** to this Agreement are the registered and beneficial owners of these equity interests of the Franchisee, if Franchisee is a legal entity, set forth beside their names, which equity interests represent all of the issued and outstanding equity interests in the capital of Franchisee. Franchisee agrees that any transfer of the legal or beneficial ownership of such equity interests, or any issuance of further equity interests, or any change in effective control of Franchisee, meaning a change equal to fifty-one percent (51%) or more of the ownership interest, without the prior written consent of Franchisor, shall constitute an unauthorized assignment of this Agreement and a default under this Agreement. Franchisor will not unreasonably withhold its consent to such transfer, issuance or change in effective control if the same is to any of the shareholders or members identified in **Schedule G** or their children or spouses, provided that the Franchisor may, without limitation, withhold its consent for any of the reasons contemplated in Section 12.4 save and except Sections 12.4(f) and (j). Otherwise, Franchisor shall be entitled to withhold its consent to such transfer, issuance, or change in control, for any reason or no reason whatsoever.

12.8 Advertising Sale of Business. Franchisee shall not cause or permit any notice or advertisement indicating that the Business is for sale to appear at, on or about the Store or in printed media of general and regular circulation, radio, internet or television, unless the same is consented to in writing by Franchisor.

12.9 Assignment by the Franchisor. This Agreement is fully assignable by Franchisor in whole or in part and shall inure to the benefit of and be binding upon any assignee or other legal successor to its interest herein. In the event of any such assignment, Franchisor, Franchisor's parent, and Franchisor's affiliates, its and their respective directors, officers, employees and agents shall be released from any further liability for the obligations assigned other than any obligations relating to matters or periods prior to the effective date of such assignment. Franchisee shall attorn to such assignee and shall execute any attornment agreement requested by the Franchisor or its assignee.

13. ABSENCE, DISABILITY OR DEATH

13.1 Right to Operate Business. Without limiting the generality of Section 13.2 below, in order to prevent any interruption of the Business which might cause harm to the Business and depreciate the value thereof, Franchisee authorizes Franchisor to operate the Business as agent for and on behalf of Franchisee for a period not to exceed ninety (90) days, renewable as necessary up to one year, ("**Interim Operating Period**"), and without waiver of any of the rights or remedies Franchisor may have under this Agreement, if Franchisee is not, in the sole judgment of Franchisor, able to operate the Business in accordance with its obligations under this Agreement as a result of the death, absence or incapacity of Franchisee or any of its shareholders or members, the Designated Manager, or the Guarantor. During the Interim Operating Period, Franchisor will periodically discuss the status of the Business with Franchisee. All monies from the operation of the Business during such period of operation by Franchisor shall be kept in a separate account, and the expenses of the Business, including reimbursement for all costs and expenses incurred by Franchisor and reasonable compensation for the services provided by Franchisor including any legal fees, shall be charged to such account. Franchisor shall not be obligated to operate the Business pursuant to this Section 13.1 and shall be entitled to terminate its operation of the Business at any time immediately upon written notice to the Franchisee.

13.2 Death or Incapacitation. If Franchisee dies or becomes incapacitated, which shall be deemed to include, in the reasonable opinion of Franchisor, the inability of Franchisee, by reason of physical or mental illness or disability, to operate the Business in the ordinary course for a period of thirty (30) days or more in any consecutive ninety (90) day period, so that the Franchisee, or, in the case of the Designated Manager's incapacity only, the Designated Manager, is not able to devote full time and attention to the operation of the Business, then the rights granted hereunder may be transferred to the heirs or personal representatives of Franchisee, subject to Franchisee's heirs or personal representatives successful completion of the Training Program as described in Section 4.4 above, if Franchisor's prior written consent is obtained. In no event shall the Franchisor provide its consent to such transfer unless the conditions set out in Section 12.4, save and except the requirement to pay Franchisor's then-current transfer fee, are satisfied. In the event that such conditions, save and except the requirement to pay Franchisor's then-current transfer fee, are not satisfied, Franchisor shall have the right in its sole discretion to terminate this Agreement by notice, in the case of death, to the estate of Franchisee and, in the case of incapacity of the Franchisee, to Franchisee or his representative and the provisions of Section 10 shall then apply.

14. RELATIONSHIP OF PARTIES

14.1 No Agency Relationship. Franchisee agrees that it is not an agent of Franchisor, but is an independent contractor completely separate from Franchisor, and that Franchisee has no authority to bind or attempt to bind the Franchisor in any manner or form whatsoever or to assume or incur any obligation or responsibility, express or implied, for or on behalf of or in the name of Franchisor. This Agreement shall not be construed so as to constitute Franchisee a partner, joint venturer, agent or representative of Franchisor for any purpose whatsoever. Franchisee shall use its own name in obtaining goods and services, or when executing contracts or making purchases, so that the transaction shall clearly indicate that Franchisee is acting on its own behalf and not on behalf of Franchisor.

15. RESTRICTIVE COVENANTS

15.1 Franchisee and Guarantor Not to Compete.

(a) During the Term or any Interim Period, neither Franchisee nor Guarantor shall either individually or in partnership or in conjunction with any person or persons, firm, association, syndicate or company as principal, agent, shareholder, employee, advisor, or in any other manner whatsoever, directly or indirectly, carry on or be engaged in or concerned with or interest in the operation of any business which consists substantially of the sale of poké, Hawaiian cuisine or sushi food items as its main product line.

(b) During the two (2) year period immediately following Termination, neither the Franchisee nor the Guarantor shall either individually or in partnership or in conjunction with any person or persons, firm, association, syndicate or company as principal, agent, shareholder, employee or in any other manner whatsoever, directly or indirectly, carry on or be engaged in or concerned with or interested in the operation of any business which consists substantially of the sale of poké, Hawaiian cuisine or sushi food items as its main product line and which is located (i) in the Territory, or (ii) within ten (10) miles of any business operating under the Marks.

(c) This Section 15.1 shall not apply to (i) any interest which Franchisee or Guarantor may have in another Pokéworks Franchise, or (ii) the ownership of shares in a company whose shares are listed on a stock exchange provided that Franchisee or Guarantor does not participate in the management or direction of such public company. Promptly upon written request by Franchisee or any Guarantor, Franchisor shall advise the requesting party whether the proposed location is located within any of the restricted territories referred to in this Section 15.1.

(d) If Franchisee is a legal entity, Franchisee shall deliver to Franchisor at any time Franchisor may request, the written acknowledgment of any or all of the directors, members, partners, officers, shareholders or employees of Franchisee as Franchisor may determine, whereby they shall acknowledge that they have reviewed the provisions of this Section 15.1 and that they each agree to abide by all such provisions.

15.2 Non-Solicitation. During the Term of this Agreement and for a period of two (2) years thereafter, Franchisee shall not attempt to attain an unfair advantage over other franchisees of Franchisor, Franchisor, Franchisor's parent, or any affiliates or subsidiaries of Franchisor by soliciting for employment any person who is, at the time of such solicitation, employed by Franchisor or any such affiliates and subsidiaries without first obtaining the written consent of Franchisor, nor shall Franchisee directly or indirectly induce or attempt to induce any such person to leave his or her employment as aforesaid.

15.3 Trade Secrets and Confidentiality. Franchisee expressly understands and agrees that a confidential relationship is established between Franchisee and Franchisor under this Agreement, and that Franchisor will be disclosing to Franchisee certain confidential and proprietary information in connection with the System and Franchisee's operation of the

Business. Franchisee acknowledges and agrees that the recipes, operating procedures, food costs and margins, price structure, names of suppliers and promotional techniques supplied or communicated by Franchisor to Franchisee constitute our valuable trade secrets. Franchisee acknowledges that information relating to the operation of the Business (including, without limitation, the specifications, standards, procedures and rules of the System and the Business, and the entire contents of the Manual) is derived from information disclosed to Franchisee by Franchisor, and that all such information is confidential and Franchisor's trade secret. Franchisee agrees:

(a) not to disclose, use, or obtain any benefit from any such trade secrets except to the extent necessary in order to operate the Business;

(b) not to make copies of the Manual or any other operating manuals or lists of suppliers and further agree to return the Manual, and all other operating manuals and lists of suppliers to Franchisor immediately upon Termination;

(c) to maintain the absolute confidentiality of all such information and the contents of this Agreement during the Term and any Interim Period of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, disclosing same to employees of the Business only to the extent necessary for the operation of the Business in accordance with this Agreement;

(d) not to use any such information in any other business or in any manner not specifically approved in writing by Franchisor;

(e) to advise Franchisee's employees and agents of the confidential nature of such information and not to disclose it. Franchisee shall require such employees to whom such information is disclosed to comply with the foregoing and, if required by Franchisor, to execute confidentiality agreements in a form acceptable to Franchisor;

(f) to promptly and permanently delete any and all e-mails or any other form of electronic data transfer or communication between the Franchisor and Franchisee from Franchisee's computer system or server that may contain references to any specific articles/provisions in the Manual or any updates to the Manuals via insert pages or any other proprietary information.

15.4 Injunctive Relief. Franchisee hereby acknowledges and agrees that the covenants and agreements given by it pursuant to this Section 15 are reasonable, having regard to the necessity of the Franchisor to protect its interests and rights in the Marks and the integrity thereof, and that without the express understanding and agreement of the Franchisee to take such steps as may be necessary to protect the interest and rights of the Franchisor in the Marks, Franchisor would not have granted any right and license to Franchisee pursuant to this Agreement to use either the trade name or the Marks. Accordingly, Franchisee agrees that Franchisor, aside from any other rights and remedies to which it may be entitled under this Agreement, may enforce its rights under this Agreement by means of injunctive relief, including securing a temporary restraining order, by any court of competent jurisdiction.

15.5 Liquidated Damages. In addition to any other remedies or damages allowed and available to Franchisor under this Agreement, if Franchisee breaches any of the covenants set out in Section 15.1 hereof, Franchisee shall to pay Franchisor, as Liquidated Damages, and not as a penalty, the following amounts:

(a) a fee equal to Franchisors then-current Initial Franchise Fee for each Competitive Business opened by Franchisee or any legal entity controlled by Franchisee or, individually or in partnership or in conjunction with any person or persons, firm, association, syndicate or company as principal, agent, shareholder, employee or in any other manner whatsoever, directly or indirectly, in violation of the said covenants; and

(b) five percent (5%) of each Competitive Business's gross sales until expiration of the non-competition period set forth in Section 15.1(b). Should Franchisee fail to provide Franchisor with a detailed account of such gross sales and all substantiating documentation deemed acceptable to Franchisor, Franchisor shall estimate such gross sales for the purposes of calculating such amount payable by Franchisee under this Section 15.4(b); and

(c) legal fees and disbursements incurred by Franchisor to enforce this Section 15.

16. GENERAL CONTRACT PROVISIONS

16.1 Waiver in Writing. No term, covenant or condition of this Agreement shall be deemed to have been waived by either Franchisor or Franchisee unless such waiver is in writing, and then such waiver shall apply only to the specific event or circumstance described in such waiver. All rights and remedies of Franchisor under this Agreement shall be cumulative and no remedy herein shall be exclusive of, but shall be in addition to, every other remedy contained herein or existing at law or in equity or by stature. The covenants and agreements of the parties hereto shall be independent and a breach by one party of any of its agreements or obligations hereunder shall not relieve the other of the performance of its covenants and agreements hereunder.

16.2 Governing Law. This Agreement shall be governed by and be construed in accordance with the laws of the State of Delaware.

16.3 Severability. In the event that any provision of this Agreement will be held invalid or unenforceable, then such provision will be considered separate and severable from this Agreement and the remaining provisions of this Agreement will remain in full force and will be binding upon the parties of this Agreement.

16.4 Headings for Reference Only. The index, article headings and section headings in this Agreement are for convenience of reference only and do not form part of, or affect the meaning of, the provisions of this Agreement.

16.5 Entire Agreement. This Agreement sets forth the entire understanding between the parties relating to the subject matter hereof, and there are no agreements, promises, representations or understandings between the parties other than as set forth herein. Nothing in

this Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document. No amendment or modification of this Agreement will be effective unless in writing and signed by the Franchisor and the Franchisee.

16.6 Notices. Any notice or other communication required or permitted hereunder will be sufficiently given if personally delivered, e-mailed, faxed or if mailed by prepaid registered mail and addressed to the party for whom it is intended at the address indicated on **Schedule H** or to such other address of which notice is given hereunder. Each such notice or other communication shall be deemed to have been given when personally delivered, e-mailed or faxed or on the third business day following the date on which it was deposited in the mail, provided that if such notice or other communication is mailed and if normal mail service is interrupted prior to such third business day, then such notice or other communication shall be deemed to have been received in the ordinary course unless otherwise personally delivered. For the purposes of this Agreement, personal delivery shall include delivery by a professional courier. Franchisee is required under this Agreement to obtain an e-mail address in order to accept electronic communication from Franchisor.

16.7 Grammatical Changes. The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense where there is more than one signatory named as Franchisee or Guarantor and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

16.8 Joint and Several Obligations. If there is more than one person, firm or corporation named as Franchisee or Guarantor, they shall be bound jointly and severally by the terms, covenants and agreements contained on the part of the Franchisee or Guarantor (as the case may be) under this Agreement. Any notice required or permitted by the terms of this Agreement may be given by or to any one of them and shall have the same force and effect as if given by or to all of them.

16.9 Further Assurances. Each of Franchisee and Guarantor agrees to execute such further assurances, agreements, and documents and to do and perform or cause to be done and perform such further acts and things that may be considered necessary or desirable by Franchisor, acting reasonably from time to time to give effect to the terms and conditions of this Agreement.

16.10 Inurement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

16.11 Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, if either party hereto is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, war, terrorism, sabotage, health disasters or outbreaks, including an outbreak of any virus, acts of God or other reasons beyond the control of such party whether all of a like nature or not which is not the fault of the party delayed in performing work or doing

acts required under the terms of this Agreement, then the performance of such term, covenant or act is excused for the period of the delay and the party so delayed shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay. However, the provisions of this Section 16.11 will not in any way operate to excuse Franchisee from the prompt:

(a) payment of any fees, Royalties, or other sums required to be paid to Franchisor, Franchisor's parent, or Franchisor's affiliates or subsidiaries by the terms of this Agreement; or

(b) performance of any of Franchisee's other obligations under this Agreement where such prompt performance is delayed, hindered or prevented by reason of lack of funds; or

(c) performance of any of Franchisee's other obligations under this Agreement where such performance is delayed, hindered or prevented by reason of Franchisee's fault or negligence; or

(d) performance of any of Franchisee's other obligations under this Agreement where the act of force majeure was caused by Franchisee or those persons for whom Franchisee is by law responsible.

16.12 Withholding Payment and Set-off. Franchisee agrees that it shall not, on grounds of an alleged nonperformance by Franchisor of any of its obligations or any other reason, withhold payment of any amount due to Franchisor whatsoever. No endorsement or statement on any check or payment of any sum less than the full sum due to Franchisor shall be construed as an acknowledgment of payment in full or an accord and satisfaction, and Franchisor may accept and cash such check or payment without prejudice to its right to recover the balance due or pursue any other remedy provided herein or by law. Franchisor may apply any payments made by Franchisee against any past due indebtedness of the Franchisee as Franchisor may see fit. Franchisor may set off against any payment due to Franchisee hereunder any outstanding debts of Franchisee to Franchisor, and may, at Franchisor's option, pay the Franchisee's trade creditors out of any sum otherwise due to Franchisee.

16.13 No Misrepresentations. Franchisee and the Guarantor jointly and severally represent to Franchisor, as an inducement to Franchisor's entry into this Agreement, that Franchisee and Guarantor have made no misrepresentations in obtaining the Franchise Agreement.

16.14 Arbitration.

(a) Except as otherwise provided in this Section, any controversy or dispute arising out of, or relating to the franchise or this Agreement including, but not limited to, any claim by Franchisee, any Guarantor or any person in privity with or claiming through, on behalf of or in the right of Franchisee, concerning the entry into, performance under, or termination of this Agreement or any other agreement entered into by Franchisor, or its subsidiaries or affiliates, and Franchisee, any claim against a past or present employee, officer, director or agent of Franchisor, any claim of breach of this

Agreement and any claims arising under State or Federal laws, except for claims brought pursuant to the Lanham Act, 15 U.S.C. Sections 1051 *et seq.*, will be submitted to final and binding arbitration as the sole and exclusive remedy for any such controversy or dispute.

(b) Unless prohibited by applicable law, any claim shall be made by filing a written demand for arbitration within one (1) year following the conduct, act or other event or occurrence first giving rise to the claim; otherwise, the right to any remedy shall be deemed forever waived and lost.

(c) Persons in privity with or claiming through, on behalf of or in the right of Franchisee include, but are not limited to, spouses and other family members, heirs, executors, representatives, successors and assigns.

(d) Subject to this Section 16.14, the right and duty of the parties to this Agreement to resolve any disputes by arbitration shall be governed exclusively by the *Federal Arbitration Act*, 9 U.S.C. § 1 *et seq.*, as amended, and arbitration shall take place according to the Commercial Arbitration Rules of the American Arbitration Association in effect as of the date the demand for arbitration is filed.

(e) The arbitration will be held in Los Angeles, California and conducted entirely in the English language. However, arbitration will not be used for any dispute which involves Franchisee's continued usage of any of the Marks or the System, business concept or any issue involving injunctive relief against Franchisee, all of which issues will be submitted to a court within the State of California. The parties expressly consent to personal jurisdiction in the State of California and agree that the state and federal court(s) will have exclusive jurisdiction over any such issues not subject to arbitration.

(f) Each party shall agree on one arbitrator selected from a panel of neutral arbitrators provided by the National Franchise Mediation Program of the CPR Institute for Dispute Resolution (located at New York, NY) and the arbitrator shall be chosen by the striking method. The parties each shall bear all of their own costs of arbitration; however, the fees of the arbitrator shall be divided equally between the parties. The arbitrator shall have no authority to amend or modify the terms of this Agreement. Each party further agrees that, unless such a limitation is prohibited by applicable law, the other party shall not be liable for punitive or exemplary damages and the arbitrator shall have no authority to award the same. The prevailing party shall be entitled to actual costs and attorneys' fees incurred in any such arbitration. The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court having subject matter jurisdiction in the state of California. The parties consent to the exercise of personal jurisdiction over them by such courts and to the propriety of venue of such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have concerning such matters.

(g) Parties to arbitration under this Agreement shall not include, by consolidation, joinder or in any other manner, any person, other than Franchisee and Guarantor, in privity with or claiming through, in the right of or on behalf of Franchisee

or Franchisor, unless both parties consent in writing. To the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any arbitration hereunder, except to the extent such issue may have been determined in another proceeding between Franchisor and Franchisee or any person in privity with or claiming through, in the right of or on behalf of Franchisee or Franchisor.

(h) The parties waive, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) which either party may have against the other arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a claim or other proceeding contemplated by this Agreement, recovery shall be limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

16.15 Waiver of Jury Trial. In the event that any state or federal court asserts jurisdiction over a dispute between Franchisor and Franchisee or any Guarantor of Franchisee, Franchisor, Franchisee, and Guarantor each waive their right to a trial by jury. Franchisee, Guarantor, and Franchisor acknowledge that the parties' waiver of jury trial rights provides the parties with the mutual benefit of uniform interpretation of this Agreement and resolution of any dispute arising out of this Agreement or any aspect of the parties' relationship. Franchisee, Guarantor, and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for such benefit.

16.16 Remedies. (a) The court or arbitrator will have the right to award any relief which it deems proper in the circumstances, including, without limitation, money damages (with interest on unpaid amounts from the date due), lost profits, specific performance, injunctive relief, and attorney's fees and costs. The parties agree that any claim for lost earnings or profits by Franchisee shall be limited to a maximum amount equal to the net profits of the Business for the prior year as shown on Franchisee's federal income tax return. The parties further agree that, in addition to such other damages awarded by the court, if this Franchisee terminates this Agreement without cause, except under paragraph (b) below, or without notice of default to Franchisor and failure to cure within a reasonable time, or if Franchisor terminates this Agreement under Section 9.4, then Franchisee shall immediately pay to Franchisor Liquidated Damages in the amount of (i) 24 (or such lesser number of full months then remaining in the Term), multiplied by (ii) the average monthly Royalty Fees and Marketing Fund Contributions payable to Franchisor during the 12 full months preceding termination. The parties agree that precise damages are difficult to estimate in advance and that such amount represents a reasonable estimate of the damages Franchisor is likely to suffer as a result of early termination.

(b) Franchisee may terminate this Agreement by written notice to Franchisor delivered within 60 days after the end of any fiscal year if the Annual Statements for the Store for the fiscal year then ended and the preceding fiscal year delivered under Section 8.7 demonstrate that the Store has negative earnings before interest, taxes, depreciation and amortization. In such event, Franchisee will owe no Liquidated Damages under paragraph (a) above if (i) Franchisee

complies with the post-termination obligations in Section 10.2 in a timely manner, (ii) complies with the post-termination obligations in Section 15 for the periods specified therein, and (iii) executes and delivers to Franchisor within 10 days after the termination becomes effective the acknowledgement of termination and release of all claims using the form attached to the Franchise Agreement as Schedule K.

16.17 Rules of Construction. This Agreement shall not be construed against the party preparing it, and shall be construed without regard to the identity of the person who drafted it or the party who caused it to be drafted and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product, (except that copyright in it shall remain vested in Franchisor), and each and every provision of this Agreement shall be construed as though all the parties to it participated equally in its drafting; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

16.18 Disclosure Document. Franchisee acknowledges and confirms having received (as one document, and at one time) Franchisor's disclosure document containing disclosures required by federal or state franchise laws regarding the opportunity to acquire the rights to open a Pokéworks Store, either by personal delivery or registered mail or courier (signature required), not less than 14 days before the earlier of:

(a) the signing by Franchisee of this Agreement or any other agreement relating to the franchise; and

(b) the payment of any consideration by Franchisee or on Franchisee's behalf to Franchisor or its affiliates, relating to the franchise.

16.19 Legal Fees. If Franchisee is in default under this Agreement, then Franchisee shall pay Franchisor all damages, costs, and expenses (including legal fees) that Franchisor incurs as a result of Franchisee's default under this Agreement or any other agreement between Franchisee (and its affiliates) and Franchisor (and our affiliates).

16.20 Social Media. Franchisee acknowledges that the use of any social networking website, including but not limited to Facebook, YouTube, LinkedIn, Twitter, and Instagram, which exploits, utilizes, displays, or otherwise makes use of any of the Marks or Franchisor's intellectual property is Franchisor's sole property, and Franchisee shall promptly submit to Franchisor all passwords for such site(s) and any changes to a password shall be submitted to Franchisor within three (3) days of the change. Franchisor shall be granted full access to any social networking sites or webpages. Franchisee shall have no right, title or interest to any webpage on any of Franchisee's social networking sites including, but not limited to, all "fans," "followers," "friends" and "contacts" associated therewith which mentions, uses or refers in any way to the Marks or Franchisor's intellectual property even if such webpage is established by Franchisee or otherwise held in Franchisee's name or by any Guarantor. Upon expiration, transfer or termination of this Agreement, Franchisee shall immediately take whatever steps are necessary to cancel or dismantle any such social networking account or webpage or transfer the account or webpage and all related information, including all "fans," "followers" "friends" and

"contacts" associated with such accounts or webpages, to Franchisor or as Franchisor may otherwise direct.

16.21 Franchisor's Use of Reasonable Business Judgment. Whenever Franchisor reserves discretion in a particular area or where Franchisor agrees to exercise its rights reasonably or in good faith, Franchisor will satisfy its obligations whenever it exercises reasonable business judgment ("**Reasonable Business Judgment**") in making a decision or exercising a right. Franchisor's decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if Franchisor's decisions or actions are intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes Franchisor's financial or other individual interests. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

16.22 Execution in Counterparts. To facilitate execution of this Agreement by geographically separated parties, this Agreement and all other agreements and documents to be executed in connection herewith may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures on behalf of each party appear on each counterpart; but it shall be sufficient that the signature on behalf of each party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures on behalf of all the parties hereto. All facsimile and electronic executions shall be treated as originals for all purposes.

17. ACKNOWLEDGMENT AND FRANCHISE DISCLOSURE QUESTIONNAIRE

Franchisee and Guarantor represent and warrant that they have completed and executed the Acknowledgement, attached as **Schedule C**, and the Statement of Franchisee, attached as **Schedule J**, honestly and to the best of their actual knowledge as of the date of this Agreement.

Both Franchisee and the Guarantor jointly and severally acknowledge and agree that:

(a) Franchisee and each Guarantor has received, has had ample time to read, and has read and understands this Agreement, including all Schedules attached thereto;

(b) Franchisor has encouraged Franchisee and Franchisee has had an opportunity to be advised by professional advisors of Franchisee's own choosing regarding all pertinent aspects of this Agreement, the franchise granted by Franchisor and the business venture contemplated by this Agreement. If Franchisee did not use a professional advisor, Franchisee represents that Franchisee is satisfied relying on its own education, experience, and skill in evaluating the merits of a franchise offering;

(c) the success of the business venture contemplated to be undertaken by Franchisee pursuant to this Agreement is speculative and depends, to a large extent, on Franchisee's ability as an independent corporation or business person, the acceptance of the business in the community, the total square footage of the Store, and, most

significantly, the qualities of Franchisee's character, business acumen, general drive and ambition as owner/manager and the employees of the Business and other factors beyond Franchisor's control;

(d) Franchisor's approval of the location for the Store does not guarantee the Store's success at that location and that the business may lose money or fail. Franchisee is solely responsible for identifying the location for the Store. Franchisor's review of a lease or purchase agreement, or any advice or recommendation offered by Franchisor, shall not constitute a representation or guarantee that Franchisee will succeed at the location of the Store nor constitute an expression of Franchisor's opinion regarding the terms of such lease or purchase agreement. Franchisee acknowledges and agrees that Franchisee shall solely rely on Franchisee's review and Franchisee's lawyer's review of any such lease or agreement;

(e) Franchisee and Guarantor have entered into this Agreement after making an independent investigation of the proposed Business, and Franchisee is not relying upon any representation or warranty, express or implied, by Franchisor or Franchisor's officers, directors, employees or agents as to revenue, profits or success which the you or the Guarantor might be expected to realize, nor has anyone made any other warranty or representation which is not expressly set out in this Agreement to induce Franchisee or any Guarantor to execute the Agreement;

(f) both Franchisee and each Guarantor acknowledges having received Franchisor's Disclosure Document and its exhibits, including this Agreement at least fourteen (14) calendar days before Franchisee signed this Agreement and that Franchisee signed a Receipt for the Disclosure Document;

(g) Franchisee understands that it is Franchisee's responsibility to obtain financing for its Store. In particular, Franchisor may assist Franchisee by providing Franchisee with the names of certain independent consultants who Franchisee could contact for the purposes of preparing a business plan appropriate for Franchisee's Store (in any case, without any personal or corporate liability). In such event, the choice to contact any such consultant will be completely Franchisee's and Franchisee may choose to contact another consultant altogether for the aforesaid purpose. In any event, apart from being more confident that Franchisee will be in a position to present to Franchisee's financial institution a business plan prepared under the guidance of a professional, Franchisor does not directly or indirectly benefit financially or otherwise from making such introductions. Provided further that Franchisee acknowledges that should Franchisor provide Franchisee with the names of such independent consultants, Franchisor shall assume no personal or corporate liability in this regard;

(h) if Franchisee or any Guarantor is NOT a citizen of the United States of America, purchasing a Pokéworks Franchise may not entitle Franchisee or the Guarantor to a Visa and work permit to live and work in the United States of America and that it is solely the responsibility of the Franchisee to make the appropriate arrangements in this regard;

(i) all services provided by Franchisor for Franchisee's benefit, including but not limited to, technical and marketing advice, suggestions or recommendations are to be used by Franchisee at its own risk. Because any advice, suggestion or recommendation rendered is necessarily limited in scope to the extent that it may not consider local custom, practice, law or other nuance, Franchisor is unable to make any warranty or representation, either express or implied, with respect to the accuracy, reliability or completeness of the information provided or the result of the use of the information provided;

(j) it shall be deemed a breach of this Agreement if Franchisee's spouse or children engage in any conduct prohibited by this Agreement.

IN WITNESS WHEREOF this Agreement has been executed on the date first above written.

BEYOND FRANCHISE GROUP, LLC

By: _____
Name:
Title:
I have authority to bind the legal entity

FRANCHISEE

By: _____
Name:
Title:
I have authority to bind the legal entity

GUARANTOR

By: _____
Name:
Date of Birth:

GUARANTOR

By: _____
Name:
Date of Birth:

GUARANTOR

By: _____
Name:
Date of Birth:

SCHEDULE A
LICENSED LOCATION, INITIAL FRANCHISE FEE, AND DESIGNATED MANAGER

The "**Store**" shall only be the following street address:

_____

_____

_____

In accordance with Section 8.1 of this Agreement, the Initial Franchisee Fee is as follows:

☐ $35,000

☐ $30,000

☐ $25,000

The Designated Manager is _____.

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SCHEDULE B
TERRITORY

The "**Territory**" shall be the following territory:

_____

_____

_____

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SCHEDULE C
ACKNOWLEDGMENT

FROM: _____ **("Franchisee")**

AND FROM: _____ **("Guarantor")**

TO: **BEYOND FRANCHISE GROUP, LLC**

RE: **Pokéworks Franchise Agreement dated the _____ day of _____, 20___ ("Franchise Agreement")**

In consideration of the Franchisor executing the Franchise Agreement and granting the Franchisee a franchise pursuant to the Franchise Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Franchisee and the Guarantor acknowledge and agree as follows:

1. Each of the Franchisee and the Guarantor acknowledge that:

(a) They have received, have had ample time to read, and have read the Franchise Agreement, including all Schedules attached thereto;

(b) The Franchisee and the Guarantor have had an opportunity to be advised by advisors of their own choosing regarding all pertinent aspects of the franchise granted by the Franchisor and the business venture contemplated by the Franchise Agreement;

(c) The Franchisor may receive a rebate, fee or commission in connection with the goods, services or facilities purchased, leased, or obtained by the Franchisee from designated suppliers and that the benefit of such rebates or commissions may not necessarily be passed onto the Franchisee and that the Franchisor is entitled to keep such rebates or commissions for its own use and benefit;

(d) The success of the business venture contemplated to be undertaken by the Franchisee pursuant to the Franchise Agreement is speculative and depends, to a large extent, on the ability of the Franchisee as an independent corporation or business person, the acceptance of the business in the community and other factors;

(e) The Franchisor, its officers, directors, agents, employees or contractors do not make any representation or warranty as to the potential success of the business venture herein contemplated, nor did any one of them induce the Franchisee or the Guarantor to enter into the Franchise Agreement in reliance upon any such representation or warranty;

(f) They each have entered into the Franchise Agreement after making an independent investigation of the proposed business, and that they are not relying upon any representation or warranty, express or implied, by the Franchisor or its officers, directors, employees or agents as to revenue, profits or success which the Franchisee or the Guarantor might be expected to realize, nor has anyone made any other warranty or

representation which is not expressly set out in the Franchise Agreement to induce the Franchisee or the Guarantor to execute the Franchise Agreement.

(g) while financing is normally arranged by Franchisee with the financial institution of its choice, Franchisor may, however, in Franchisor's sole and absolute discretion, choose to assist Franchisee in developing a business plan and presenting it on Franchisee's behalf. In particular, Franchisor may assist Franchisee by providing Franchisee with the names of certain independent consultants who Franchisee could contact for the purposes of preparing a business plan appropriate for Franchisee's Store (in any case, without any personal or corporate liability). In such event, the choice to contact any such consultant will be completely Franchisee's and Franchisee may choose to contact another consultant altogether for the aforesaid purpose. In any event, apart from being more confident that Franchisee will be in a position to present to Franchisee's financial institution a business plan prepared under the guidance of a professional, Franchisor does not directly or indirectly benefit financially or otherwise from making such introductions. Provided further that Franchisee acknowledges that should Franchisor provide Franchisee with the names of such independent consultants, Franchisor shall assume no personal or corporate liability in this regard.

2. When used in this Acknowledgment, all words and expressions which are capitalized shall have the same meaning as given thereto in the Franchise Agreement, unless otherwise defined herein.

[Signatures on following page]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

By signing below, you indicate that you fully understand and accept all of the risks described above and all other risks not described above that may affect your ability to profitably operate your franchise. Any **questions or doubts which you may have about the Franchisor or the Franchise Agreement are stated as follows:**

_____

_____

_____

Dated at _____, the State of _____, this _____ day of _____, 20__.

FRANCHISEE

_____ Per: _____
Witness Name: _____, President
I have authority to bind the legal entity

_____ Per: _____
Witness

GUARANTOR

Per: _____
Name: _____
Date of Birth: _____

GUARANTOR

Per: _____
Name: _____
Date of Birth: _____

GUARANTOR

Per: _____
Name: _____
Date of Birth: _____

SCHEDULE D
ADDENDUM TO LEASE

This Addendum to Lease ("**Addendum**"), dated as of the ____ day of _____, 2018 is entered into by and between _____, a _____("**Landlord**"), and _____("**Tenant**") supplements that certain Lease Agreement, dated _____, 20____ ("**Lease**") between Landlord and Tenant for the premises contained in a portion of Unit C-102 (the "**Premises**") in the Met 1 Condominium (the "**Condominium**"). All defined terms in this Addendum shall be assigned the same meaning as assigned in the Lease, unless the context indicates otherwise.

Recitals. Landlord acknowledges that Tenant's purpose in leasing the Premises is to operate a Pokéworks® restaurant franchise pursuant to a Franchise Agreement ("**Franchise Agreement**") with Beyond Franchise Group, LLC ("**Franchisor**") using the methods of identification, branding and operation prescribed under the Franchise Agreement (the "**Franchised Business**"). The parties now desire to amend and supplement the Lease with the terms and conditions of this Addendum.

NOW, THEREFORE, it is hereby mutually covenanted and agreed between Landlord and Tenant as follows:

1. Remodeling and Decor. Landlord shall not unreasonably withhold, delay or condition its consent to any Alterations requested by Tenant to conform to Franchisor's changes in requirements for the Franchised Business. All such Alterations shall be subject to the terms and conditions of the Lease.

2. Exclusivity. Landlord covenants not to lease any other space in the Condominium that is owned by Landlord to any restaurant or kiosk that serves Hawaiian style poke as its primary menu offering, or that uses term "poke" in its trade name or logo. The foregoing exclusivity shall cease and be immediately null and void upon the occurrence of an Event of Default or upon Tenant no longer operating as a Hawaiian style poke restaurant (provided however that Tenant's ability to change the Permitted Use shall be subject to the terms and conditions of the Lease).

3. Notices and Defaults.

(a) Landlord shall use reasonable efforts to send a copy to Franchisor of each written notice to Tenant stating that Tenant is not in compliance with the Lease, provided that the failure to do so shall not affect Landlord's rights or Tenant's obligations under the Lease.

(b) Tenant authorizes Franchisor to provide to Landlord a copy of each notice of default and termination sent by Franchisor to Tenant under the Franchise Agreement related to the Franchised Business.

(c) Franchisor shall notify Landlord if Franchisor intends to cure the default and undertake the assignment and assumption of Tenant's interest in the Lease.

(d) All notices to Franchisor shall be sent by registered or certified mail, postage prepaid, to the following address:

Beyond Franchise Group, LLC
220 Technology Drive, Suite 120
Irvine, CA 92618
Attention: Michael Wu

Franchisor may change its address for receiving notices and add a courtesy copy recipient by giving Landlord written notice of such new address or recipient. Landlord agrees that it will notify both Tenant and Franchisor of any change in Landlord's mailing and delivery addresses to which notices should be sent.

4. Termination; Expiration and Assignment.

(a) Upon (i) Tenant's default under either the Lease or the Franchise Agreement, (ii) the occurrence of any event that allows Landlord to terminate the Lease or Franchisor to terminate the Franchise Agreement without Tenant having the right to cure, or (iii) the exercise of a right reserved by Franchisor under the Franchise Agreement to purchase the tangible and intangible assets of the Franchised Business from Tenant, Franchisor or its affiliate ("**Purchaser**") will have the right and option, but not the obligation, to undertake and complete a transaction (the "**Purchase**") for an assignment of Tenant's interest in and to the Lease, and obtain Tenant's right, title and interest in and to all of the improvements to the Premises, effected by giving written notice (the "**Purchase Notice**") of the Purchase to Landlord and Tenant. Tenant covenants to honor and perform its obligations related to completing the Purchase in a timely manner.

(b) Landlord will provide to the Purchaser an estoppel certificate confirming the status of the Lease, any amounts or performance owed by Tenant, current rent and noticed increases in rent and other charges under the Lease, and any actions necessary to be taken by Franchisor to cure or prevent a default under the Lease within five (5) days after receipt of the Purchase Notice.

(c) Landlord has no obligation to accept and recognize the Purchase if the Purchaser's net worth shall be less than to the net worth of Tenant at the inception of the Lease. Purchaser's net worth shall be confirmed in a separate writing delivered by Landlord to Franchisor when the Lease is signed.

(d) Purchaser will assume all of Tenant's existing and future obligations under the Lease at the closing of the Purchase and Tenant's delivery of an executed assignment of the Lease in a form reasonably acceptable to Landlord.

(e) In the event of any Lease assignment, Tenant shall remain liable to Landlord under the Lease for the obligations of the Tenant arising before and after the Purchase, unless and until Landlord releases such obligations.

(f) Purchaser shall have the right to sell the Franchised Business and reassign the Lease or sublease the Premises, with Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, after following the Lease assignment or sublease procedures in the Lease, to a franchisee that has a net worth that is at least equal to the net worth of Tenant at the inception of this Lease. If and when the successor franchisee assumes the Lease, the Purchaser shall then be fully released from any and all obligations and liability to Landlord under the Lease arising from the assignee's occupancy of the Premises after such reassignment. The new franchisee will succeed to the interest of the Tenant under the Lease and shall assume all existing and future obligations and liabilities of the Tenant under the Lease.

5. Consideration; No Liability.

(a) Landlord hereby acknowledges that the provisions of this Addendum to Lease are required pursuant to the Franchise Agreement under which Tenant plans to operate its business and the Tenant would not lease the Premises without this Addendum.

(b) Landlord further acknowledges that Tenant is not an agent or employee of Franchisor and the Tenant has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any affiliate of Franchisor, and that Landlord has entered into this Addendum to Lease with full understanding that it creates no duties, obligations or liabilities of or against Franchisor or any affiliate of Franchisor.

6. Sales Reports. If requested by Franchisor in writing, Landlord will provide Franchisor with any information Landlord has received from Tenant regarding Tenant's sales from its Franchised Business, provided that (i) the foregoing shall not require Landlord to request or obtain from Tenant any such information to the extent Landlord has no rights to request or obtain same under the Lease; and (ii) any information so delivered by Landlord shall be without representation or warranty of any kind. Tenant hereby agrees that Landlord may deliver any such information to Franchisor.

7. Reaffirmation of Lease. Except as amended or modified herein, all of the terms, conditions and covenants of the Lease shall remain in full force and effect and are incorporated herein by reference and made a part of this Addendum as though copies herein in full.

8. Beneficiary. Landlord and Tenant expressly agree that Franchisor is a third party beneficiary of this Addendum.

9. Default Under Franchise Agreement. Tenant agrees that any default by Tenant under the Franchise Agreement not cured within any applicable cure or notice period set forth therein shall be an Event of Default under the Lease.

[Signatures on Following Page]

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto as of the day, month and year first written above.

LANDLORD:	TENANT:
_____	_____
By: _____	By: _____
Title: _____	Title: _____

SCHEDULE E
BEYOND FRANCHISE GROUP, LLC
REQUEST FOR PRE-AUTHORIZED PAYMENTS

INSTRUCTIONS:

PAYMENT AMOUNT: All amounts due and owing under the Franchise Agreement with Pokéworks dated _____, 20___.

DATES OF PAYMENT: As outlined in the Franchise Agreement with Pokéworks dated _____, 20___.

BANK ACCOUNT NUMBER: _____

TRANSIT NUMBER: _____

BANK & BRANCH: _____

NAME OF ACCOUNT IN BANK RECORDS: _____

SIGNING OFFICER SIGNATURE: _____

PLEASE COMPLETE THIS FORM AND RETURN IT TO FRANCHISOR ALONG WITH ONE OF YOUR UNSIGNED CHECKS MARKED VOID (FOR VERIFICATION PURPOSES) FROM YOUR BANK OR TRUST COMPANY

I/We authorize Beyond Franchise Group, LLC (hereinafter referred to as "**Pokéworks**") and/or any of its subsidiaries or affiliates to debit the account of the undersigned maintained with the financial institution and according to the dates indicated above, in accordance with the PAYMENT AUTHORIZATION below, for purposes of paying weekly royalties, marketing contributions and any other outstanding payments due to Pokéworks from time to time pursuant to the Franchise Agreement between Pokéworks and the undersigned.

AUTHORIZATION TO HONOR PAYMENTS

NAME OF BANK: _____

ADDRESS: _____

You are hereby requested and authorized to pay and debit my/our account at your office, or at another branch of your institution if it is transferred there; all checks drawn on you on my behalf and made payable to Pokéworks and/or any of its subsidiaries or affiliates or drawn on you by Pokéworks and/or any of its subsidiaries or affiliates; and all amounts specified on any magnetic or computer produced paper tapes requesting that you pay Pokéworks and/or any of its subsidiaries or affiliates.

In consideration of your acting as aforesaid, it is agreed that your treatment of each check and/or tape and your rights with respect to it shall be the same as if it were signed by the

undersigned personally, authorizing and requesting you to pay and credit such amount to the Pokéworks and/or any of its subsidiaries or affiliates, debiting our account and failure to pay shall give no liability on your part, regardless of the loss or damage.

Any delivery of this authorization to you will constitute delivery by the undersigned.

I/we have read and understood the terms of this Authorization and acknowledge receipt of a copy thereof.

(The signature appearing below must be the same as the signature appearing in the signature file of the financial institution identified above.)

DATED at _____ this _____ day of _____, 20___.

AUTHORIZED SIGNATURE(S):

By:_____ By:_____

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SCHEDULE F
BEYOND FRANCHISE GROUP, LLC
GUARANTY AND INDEMNITY

TO: BEYOND FRANCHISE GROUP, LLC ("Franchisor")

In order to induce the Franchisor to enter into a franchise agreement ("**Franchise Agreement**") dated the _____ day of _____, 20___, between each of the Franchisor and *[insert corporate name of franchisee]* ("Franchisee") and the undersigned ("**Guarantor**") and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Guarantor enters into the Guaranty and Indemnity and covenants with the Franchisor as follows:

1. The Guarantor hereby guarantees the due and punctual payment of all amounts stated to be payable on the part of the Franchisee under the terms of the Franchise Agreement, and the prompt and complete performance of all of the terms, covenants, conditions and agreements contained on the part of the Franchisee pursuant to the Franchise Agreement.

2. The Guarantor further agrees to indemnify and save harmless the Franchisor from all losses, costs or damages arising out of any failure on the part of the Franchisee to pay the amounts referred to in Section 1 hereof or to perform any of the terms, covenants, conditions, or agreements referred to in Section 1 hereof.

3. This Guaranty is absolute and unconditional and applicable to all past and future indebtedness of the Franchisee without limit and however incurred and the Guarantor shall not be released, discharged, mitigated, impaired or affected by:

(a) any settlements, extensions of time, indulgences, or modifications which the Franchisor may extend to or make with the Franchisee or any co-surety in respect of any one or more of the provisions of the Franchise Agreement or any other agreement; or

(b) any waiver by the Franchisor of or any failure or delay on the part of the Franchisor, to enforce any of the terms, covenants, conditions or provisions of the Franchise Agreement; or

(c) any amendments or alteration to the Franchise Agreement or any of the covenants or terms thereof; or

(d) any assignment of the Franchise Agreement by the Franchisee or the Franchisor.

The Guarantor hereby expressly waives notice of the acceptance of this guaranty and indemnity and all notices of non-performance, non-payment, or non-observance on the part of the Franchisee of the terms, covenants, conditions and provisions of the Franchise Agreement.

4. In the event of any default of the part of the Franchisee under the Franchise Agreement, the Franchisor shall not be required prior to enforcing this Guaranty and Indemnity to:

(a) proceed against the Franchisee or pursue any rights or remedies with respect to the Franchise Agreement;

(b) proceed against or exhaust any security of the Franchisee or any other person held by the Franchisor; or

(c) pursue any other remedies whatsoever in the power of the Franchisor.

5. The Franchisor shall have the right to enforce this Guaranty and Indemnity regardless of the release and/or discharge of the Franchisee or of any other surety or of any other security held by the Franchisor or by others whether by agreement or by operation of law.

6. Without limiting the generality of the foregoing, the liability of the Guarantor under this Guaranty and Indemnity shall not be deemed to be waived, relapsed, discharged, impaired or affected by any reason of the release or discharge of the Franchisee or any surety in any receivership, bankruptcy, winding-up, or other creditor's proceeding.

7. No action or proceeding brought or instituted pursuant to this Guaranty and Indemnity and no recovery or judgment in pursuance thereof, shall be a bar or defense to any further action or proceeding which may be brought under this Guaranty and Indemnity by reason of any further default or defaults under this Guaranty and Indemnity or in the performance and observance of the terms, conditions and provisions of the Franchise Agreement.

8. No modification of this Guaranty and Indemnity shall be effective unless it is in writing and signed by both the Guarantor and the Franchisor.

9. This Guaranty and Indemnity shall, without limiting the generality of the foregoing, bind the Guarantor in the same manner as though the Guarantor was the Franchisee named in the Franchise Agreement.

10. If two or more individuals execute this Guaranty and Indemnity as Guarantor, the liability of each such individual hereunder shall be joint and several.

11. This Guaranty and Indemnity shall remain in full force and effect for such period of time as the Franchise Agreement and any notation or extension thereof remains in force and effect, and so long as any obligation thereunder remains outstanding and undischarged.

12. There are no representations, collateral agreements, or conditions with respect to this Guaranty and Indemnity or affecting the liability of the Guarantor other than as contained herein.

13. The Guarantor shall be bound by any account settled between the Franchisor and the Franchisee and, if such account has not been so settled, any account stated by the Franchisor shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account is due and owing by the Franchisee to the Franchisor.

14. Any notice which the Franchisor wishes to serve on the Guarantor shall be sufficiently given if served personally on the Guarantor or mailed by prepaid registered mail

addressed to the Guarantor at the address indicated below and every such notice shall be deemed to have been given on the day it was personally served, or if mailed, on the tenth (10th) business day following the day on which it was mailed. The Guarantor may designate, by notice in writing to the Franchisor, a substitute address for service. If two or more persons are named as Guarantor, any notice hereunder shall be deemed to have been given to all such persons are served personally or mailed in the foregoing manner to any one or more of such persons.

15. All of the terms, agreements and conditions of this Guaranty and Indemnity shall extend to and be binding upon the Guarantor and the Guarantor's heirs, executors, administrator, successors and assigns and shall inure to the benefit of and may be enforced by the Franchisor, its successors and assigns.

16. When used in this Guaranty and Indemnity, all words or expressions which are capitalized shall have the same meaning as given thereto in the Franchise Agreement.

17. The Guarantor represents, acknowledges and agrees that:

(a) he or she has obtained independent legal advice in connection with this Guaranty and Indemnity;

(b) he or she has read this Guaranty and Indemnity in its entirety and has full knowledge of its contents;

(c) he or she understands his or her rights, duties and obligations and all of the terms, conditions and representations contained in the Guaranty and Indemnity and the consequences thereof;

(d) he or she is subject to no compulsion or undue influence from the Franchisor; and

(e) he or she is signing this Guaranty and Indemnity freely, voluntarily and without constraint.

[Signatures on following page]

Dated at _____ this _____ day of _____, 20___.

GUARANTOR

_____
[insert full legal name on birth certificate]

Date of Birth: _____
[insert date of birth on birth certificate]

Address: _____
_____

GUARANTOR

_____
[insert full legal name on birth certificate]

Date of Birth: _____
[insert date of birth on birth certificate]

Address: _____
_____

GUARANTOR

_____
[insert full legal name on birth certificate]

Date of Birth: _____
[insert date of birth on birth certificate]

Address: _____
_____

GUARANTOR

_____
[insert full legal name on birth certificate]

Date of Birth: _____
[insert date of birth on birth certificate]

Address: _____
_____

GUARANTOR

_____
[insert full legal name on birth certificate]

Date of Birth: _____
[insert date of birth on birth certificate]

Address: _____
_____

GUARANTOR

_____
[insert full legal name on birth certificate]

Date of Birth: _____
[insert date of birth on birth certificate]

Address: _____
_____

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SCHEDULE G
SHAREHOLDERS/MEMBERS/PARTNERS

The shareholders, members, or partners (collectively the "**Shareholders**") of the Franchisee and their respective shareholdings are as follows:

NAME OF SHAREHOLDER	NUMBER & DESIGNATION OF SHARES

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SCHEDULE H
ADDRESS FOR NOTICE

Until notice of an alternate address is given in accordance with the Franchise Agreement, the addresses for notice for the Franchisee and the Guarantor shall be as follows:

If to the Franchisee at: _____
e-mail address: _____
until the Commencement Date and thereafter at the Store.

If to the Guarantor at: _____
_____
_____
e-mail address: _____

If to the Franchisor at: _____
_____
_____
e-mail address: _____

and a copy to: _____
_____
_____
_____
e-mail address: _____

SCHEDULE I
COLLATERAL ASSIGNMENT OF
TELEPHONE NUMBERS, ADDRESSES, AND LISTINGS

This Collateral Assignment of Telephone Numbers, Addresses, and Listing ("**Assignment**") is entered into this ____ day of _____, 20___, in accordance with the terms of that certain Pokéworks Franchise Agreement ("**Franchise Agreement**") between _____ ("**Franchisee**"), and Beyond Franchise Group, LLC, a Delaware limited liability company ("**Franchisor**"), executed concurrently with this Assignment, under which Franchisor granted Franchisee the right to own and operate a Pokéworks Store located at _____ ("**Franchise Business**").

FOR VALUE RECEIVED, Franchisee hereby assigns to Franchisor those certain telephone numbers, addresses, domain names, locators, directories and listings (collectively, the "**Numbers, Addresses, and Listings**") associated with Franchisor's trade and service marks and used from time to time in connection with the operation of the Franchise Business at the address provided above. This Assignment is for collateral purposes only and, except as specified herein, Franchisor shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless Franchisor shall notify the telephone, Internet, email, electronic network, directory, and listing entities with which Franchisee has dealt (all such entities are collectively referred to herein as "**Provider Companies**") to effectuate the assignment pursuant to the terms hereof.

Upon termination or expiration of the Franchise Agreement Franchisor shall have the right and is hereby empowered to effectuate the Assignment of the Numbers, Addresses, and Listings and, in such event, Franchisee shall have no further right, title or interest in the Numbers, Addresses, and Listings, and shall remain liable to the Provider Companies for all past due fees owing to the Provider Companies on or before the effective date of the assignment hereunder.

Franchisee agrees and acknowledges that as between Franchisor and Franchisee, upon termination or expiration of the Franchise Agreement, Franchisor shall have the sole right to an interest in the Numbers, Addresses, and Listings, and Franchisee appoints Franchisor as Franchisee's true and lawful attorney-in-fact to direct the Provider Companies to assign the same to Franchisor, and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon such event, Franchisee shall immediately notify the Provider Companies to assign the Numbers, Addresses, and Listings to Franchisor. If Franchisee fails to promptly direct the Provider Companies to assign the Numbers, Addresses and Listings to Franchisor, Franchisor shall direct the Provider Companies to effectuate the assignment contemplated hereunder to Franchisor. The parties agree that the Provider Companies may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Numbers, Addresses, and Listings upon such termination or expiration and that such assignment shall be made automatically and effective immediately upon Provider Companies' receipt of such notice from Franchisor or Franchisee. The parties further agree that if the Provider Companies require that the parties execute the Provider Companies' assignment forms or other documentation at the time of termination or

expiration of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment. The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement.

ASSIGNEE	**ASSIGNOR**
Beyond Franchise Group, LLC	**Franchisee**
By: _____	By: _____
_____ [Print name]	_____ [Print name]
Its: _____	Its: _____

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SCHEDULE J
STATEMENT OF FRANCHISEE

[Note: Dates and Answers Must be Completed in the Prospective Franchisee's Own Handwriting]

In order to make sure that no misunderstanding exists between you, the Franchisee, and us, Beyond Franchise Group, LLC (also called "Pokéworks," the "Franchisor" or "we"), and to make sure that no violations of law might have occurred, and understanding that we are relying on the statements you make in this document, you assure us as follows:

A. The following dates are true and correct:

	Date	Initials	
1.	_____, 20__	_____	The date on which I received a Franchise Disclosure Document regarding the Pokéworks franchised business.
2.	_____, 20__	_____	The date of my first face-to-face meeting with an officer of Beyond Franchise Group, LLC to discuss a possible purchase of a Pokéworks franchised business.
3.	_____, 20__	_____	The date on which I received a completed copy (other than signatures) of the Franchise Agreement which I later signed.
4.	_____, 20___	_____	The date on which I signed the Franchise Agreement.
5.	_____, 20___	_____	The earliest date on which I delivered cash, check or other consideration to an officer of Beyond Franchise Group, LLC.

B. Representations.

1. No oral, written, visual or other promises, agreements, commitments, representations, understandings, "side agreements," options, right-of-first-refusal or otherwise have been made to or with me with respect to any matter (including but not limited to advertising, marketing, site location, operational, marketing or administrative assistance, exclusive rights or exclusive or protected territory or otherwise), nor have I relied in any way on same, except as expressly set forth in the Franchise Agreement or an attached written Addendum signed by me and Pokéworks, except as follows:_____

_____

_____

(If none, you should write NONE in your own handwriting and initial.)

2. No oral, written, visual or other promises, agreements, commitments, representation, understandings, "side agreements" or otherwise which expanded upon or were inconsistent with the Franchise Disclosure Document or the Franchise Agreement or any attached written addendum signed by me and an officer of Pokéworks, were made to me by any person or entity, nor have I relied in any way on same, except as follows:_____

_____

_____

(If none, you should write NONE in your own handwriting and initial.)

3. No oral, written, visual or other claim or representation (including but not limited to charts, tables, spreadsheets or mathematical calculations to demonstrate actual or possible results based on a combination of variables, such as multiples of price and quantity to reflect gross sales, or otherwise,) which stated or suggested a specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained) from Pokéworks Stores, was made to me by any person or entity, nor have I relied in any way on any such, except as follows:_____

_____

_____

(If none, you should write NONE in your own handwriting and initial.)

4. No contingency, prerequisite, reservation or otherwise exists with respect to any matter (including but not limited to my obtaining financing, or my fully performing any of my obligations), nor have I relied in any way on same, except as expressly set forth in the Franchise Agreement or any attached written Addendum signed by me and Pokéworks:_____

_____

_____

(If none, you should write NONE in your own handwriting and initial.)

5. The individuals signing for me constitute all of the executive officers, partners, shareholders, investors and/or principals. Each of such individuals has reviewed the Franchise Disclosure Document and all exhibits and carefully read, discussed, understands and agrees to the Franchise Agreement, each attached written Addendum and any personal guaranties.

6. I have had an opportunity to consult with an independent professional advisor, such as an attorney or accountant, prior to signing any binding documents or paying any sums, and Pokéworks has strongly recommended that I obtain such independent advice. I have also been strongly advised by Pokéworks to discuss my proposed purchase of a Pokéworks Store with any existing Pokéworks franchisees prior to signing any binding documents or paying any sums and Pokéworks has supplied me with a list of all existing franchisees.

7. I understand that (a) entry into any business venture necessarily involves some unavoidable risk or loss or failure; (b) while the purchase of a franchise may improve the chances for success, the purchase of a Pokéworks or any other franchise is a speculative

investment; (c) investment beyond that outlined in the Franchise Disclosure Document may be required to succeed; (d) there exists no guaranty against possible loss or failure in this or any other business; and e) the most important factors in the success of any Pokéworks Store, including the one to be operated by me, are my personal business skills, which include marketing, sales, and management, and require sound judgment and extremely hard work.

If there are any matters inconsistent with the statements in this document or if anyone has suggested that you sign this document without all of its statements being true, correct and complete, immediately inform Pokéworks (Phone: (831) 535-9061) and our president.

You understand and agree that we do not furnish, or authorize our salespersons, brokers or others to furnish, any oral or written information concerning actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or information from which such items might be ascertained), from franchise or non-franchised units, that no such results can be assured or estimated, and that actual results will vary from unit to unit.

You understand and agree to all of the foregoing and represent and warrant that all of the above statements are true, correct and complete.

FRANCHISEE:

_____
Date

FRANCHISOR:

_____
Date

By: _____

Its: _____

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SCHEDULE K
GENERAL RELEASE FOR TRANSFER OR RENEWAL

This General Release (the "Release") is made as of the ____ day of _____, 20___ by and between _____, a _____ (the "Franchisee") and Beyond Franchise Group, LLC, a Delaware limited liability company ("Franchisor").

WHEREAS, Franchisee is a party to a certain Franchise Agreement [Multiple Unit Development Agreement] dated _____, 20___ (the "Franchise Agreement") by and between Franchisee and Franchisor; and

WHEREAS, Franchisee desires to sell and assign the Franchise Agreement or transfer the Franchised Restaurant (as defined in the Franchise Agreement) at the Approved Location (as defined in the Franchise Agreement) to a third party in accordance with the transfer provisions of the Franchise Agreement, and Franchisor has approved the application of the transferee to succeed to and become the franchisee of the Franchised Restaurant at the Approved Location; and

WHEREAS, the Franchise Agreement requires that, as a condition to any transfer (as defined in the Franchise Agreement) under the Franchise Agreement, Franchisee and the transferee must first execute a general release of all claims in favor of Franchisor.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements contained herein, the parties covenant and agree as follows:

1. Release of Franchisor. Franchisee hereby releases and forever discharges Franchisor, any subsidiary or affiliate of Franchisor, their respective officers, directors, members, employees, agents, contractors and their respective successors, assigns, heirs and personal representatives from any and all claims, demands, rights and causes of action of any kind that Franchisee now has or hereafter may have on account of or in any way arising out of or related to the offer, sale, administration, performance, default, assignment and termination of the Franchise Agreement. Franchisor and Franchisee mutually intend that this Release shall include, without limitation, claims, demands and causes of action arising out of alleged misrepresentations of any kind or nature whatsoever, alleged breaches of contract (based upon implied, express, estoppel, waiver, or alternative theories of contractual obligation), or breach of any alleged special, trust, agency or fiduciary relationship, whether asserted or proposed to be asserted by way of claim, setoff, affirmative defense, counterclaim, cross-claim or third party claim.

2. No Release of Franchisee. Franchisee is not released from any duty or obligation imposed upon Franchisee by the Franchise Agreement, provided that upon assignment and assumption of the Franchise Agreement by the authorized transferee and delivery of all of the documents and fees required by Franchisor as a condition to the assignment or transfer of the Franchised Restaurant, Franchisee shall have no liability or obligation with respect to any breach of the Franchise Agreement by the transferee arising after the date of transfer or assignment.

3. Survival of Obligations. Franchisee and Guarantor(s) each acknowledge that its obligations under the Franchise Agreement with respect to indemnification, audits (as to accounting periods prior to the Termination Date) and confidentiality of materials disclosed while the Franchise Agreement was in effect, and any other provision that specifies it survives termination of the Franchise Agreement all remain in full force and effect. Franchisee and Guarantor(s) shall contact Franchisor regarding any questions on such surviving obligations. For purposes of this Release, "Confidential Materials" means all materials in all forms, including electronically stored information, that was disclosed to Franchisee and Guarantor(s) in confidence, contains confidential information as described in the Franchise Agreement, including without

limitation all customer information subject to any privacy requirements, or by the facts and circumstances attending disclosure, should be considered confidential and proprietary.

4. Non-Competition Covenants. Notwithstanding the foregoing, the post-termination termination covenants against competition set forth in Section 15.1 of the Franchise Agreement shall be in full force and effect from the Effective Date until their stated expiration date.

5. No Violation of Applicable Law. Notwithstanding the foregoing, this Release does not apply to any claim or cause of action arising under laws governing the offer and sale of franchises to Franchisee or the relationship between Franchisee and Franchisor if the release would violate or is prohibited by such applicable law.

6. Representations and Warranties. Franchisee and Guarantor(s) each represent and warrant to Franchisor that: (a) Franchisee has reported the gross sales of the Franchised Restaurant accurately and correctly calculated the fees due during the Term of the Franchise Agreement; (b) Franchisee, Guarantor(s) and Franchisee's employees, contractors and agents have not used, disclosed or made unauthorized copies of any Confidential Materials, or shared any access codes to electronic information and secure web sites of Franchisor in violation of the Franchise Agreement; (c) no consent of any third party is required for Franchisee to enter into or perform this Release; (d) Franchisee or Guarantor(s) have not filed a lawsuit or arbitration demand against Franchisor, its parent companies or affiliates and have not filed a proceeding, complaint or notice regarding this franchise or franchisor with any federal, state or local regulatory or law enforcement agency, including without limitation the Federal Trade Commission regarding the Franchise Agreement; (f) Franchisee or Guarantor(s) are not the subject of any pending bankruptcy, receivership, composition, assignment or similar proceeding; (g) Franchisee has obtained the necessary equity owner and governance board authorization to execute and perform this Release; and (h) the persons negotiating and executing this Release on Franchisee's behalf have been duly authorized by its owners and its governance board.

7. Confidentiality. Each party hereto and their respective counsel, representatives and agents agrees that they will not disclose any of the terms of this Release. The parties and their respective counsel, representatives and agents are not, however, precluded from disclosing the terms of the Release to their attorneys, accountants, tax preparers, paid financial advisors or any governmental, regulatory or judicial authority which might compel the disclosure of this Release. Notwithstanding the foregoing, if any of the parties is served with a subpoena or other governmental or judicial process seeking to compel the disclosure of this Release, it shall be the responsibility of the party that receives the subpoena or other governmental or judicial process to notify all other parties to this Release within 72 hours of receipt, thus affording the other parties to this Release an opportunity to move to quash the subpoena or oppose the entry of any order seeking to compel the disclosure of this Release. Additionally, in the event it becomes necessary to file this Release with a court in any future enforcement action between the parties, the parties hereby agree to apply jointly for leave to file this Release under seal.

8. Future Conduct. Franchisee, on behalf of itself and its owners, agents, contractors, officers, managers, and directors, and the Guarantors (collectively, "Franchisee's Representatives") expressly covenant and agree that each of them shall not, at any time, either orally or in writing or through any other medium (including without limitation through any social media outlet, posting, blog or comment), or any other form of communication, (i) disparage, defame, impugn, assail or criticize the reputation, integrity, professionalism or conduct of the Franchisor or its officers, directors, managers, owners, agents, contractors and employees (collectively, "Franchisor's Representatives,") the franchisees of Franchisor, or any of their representatives, (ii) pursue or promote any action to encourage any of Franchisor's Franchisees to (1) abandon or terminate their franchise, (2) not pay amounts due to Franchisor, (3) not perform under any franchise agreement, or (4) not support the Franchisor or any of its

programs in any way; or (iii) voluntarily testify or appear as a witness, consultant or expert, or participate as an adverse party to Franchisor, in any civil litigation, arbitration or dispute resolution proceeding against Franchisor or any of Franchisor's Representatives related to the Franchise, the business of Franchisor or the System, Franchisee's Representatives may answer truthfully to any inquiry received from a governmental authority or in response to any lawful discovery or subpoena issued in any civil or criminal proceeding. The Franchisee's Representatives and the Franchisor's Representatives will treat each other with mutual respect. Franchisor and the Franchisor's Representatives covenant and agree not to disparage, defame, impugn, assail or criticize the reputation, integrity, professionalism or conduct of Franchisee and the Guarantors in connection with this Franchise. The parties acknowledge that monetary damages may not be sufficient to provide redress to an aggrieved party if the other party breaches this Section, so the parties consent to the entry of injunctive relief to prevent any breach or continuing breach of this Section.

9. Consultation with Counsel. Franchisee and Guarantor(s) acknowledge that each of them have consulted with, or had the opportunity to consult with, legal counsel of their own selection about this Release. Franchisee and Guarantor(s) each understand how this Release will affect your legal rights and voluntarily enter into this Release with such knowledge and understanding.

10. Governing Law; Consent to Jurisdiction. This Release will be governed by and interpreted under Delaware law. The parties hereby consent and waive all objections to the non-exclusive personal jurisdiction of, and venue in, the United States District Court for the Central District of California and California state courts situated in Orange County, California for the purposes of all cases and controversies involving this Release and its enforcement, and the Franchise Agreement.

11. Attorneys' Fees. The parties agree that the non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this Release or collect amounts owed under this Release.

12. Capitalized Terms. Capitalized terms not otherwise defined in this Release shall have the meaning assigned to that term in the Franchise Agreement, including its addenda and amendments.

13. Execution in Counterparts. To facilitate execution of this Release by geographically separated parties, this Release and all other agreements and documents to be executed in connection herewith may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures on behalf of each party appear on each counterpart; but it shall be sufficient that the signature on behalf of each party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Release to produce or account for more than a number of counterparts containing the respective signatures on behalf of all the parties hereto. All facsimile executions shall be treated as originals for all purposes.

14. Entire Agreement. This Release constitutes the entire understanding and agreement between the parties with respect to the Franchised Restaurant and the termination of the Franchise Agreement. This Release may not be changed or modified, except by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Release as of the date and year first above written.

FRANCHISEE:

_____

By: _____
Printed Name: _____
Title: _____

FRANCHISOR:

BEYOND FRANCHISE GROUP, LLC

By: _____
Printed Name: _____
Title: _____

GUARANTORS:

_____
Printed Name:

_____
Printed Name:

_____
Printed Name:

SCHEDULE L
SBA ADDENDUM TO
FRANCHISE AGREEMENT

This ADDENDUM TO FRANCHISE AGREEMENT (the "**Addendum**") is made and entered into on _____, 20____, by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("**Franchisor**"), and _____, a _____ ("**Franchisee**").

RECITALS: Franchisor and Franchisee entered into a Franchise Agreement on _____, 20___ (the "**Franchise Agreement**"). Franchisee agreed among other things to operate and maintain a franchise located at _____. Franchisee has obtained from a lender a loan (the "**Loan**") in which funding is provided with the assistance of the United States Small Business Administration (the "**SBA**"). The SBA requires the execution of this Addendum as a condition for obtaining SBA assisted financing.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

10. The Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured as of the date hereof.

11. Section 12.5 of the Franchise Agreement provides that Franchisor (or any third party assignee of the Franchisor) may elect pursuant to its right of first refusal to exercise such option when Franchisee decides to sell partial interest(s) in the business. This section is hereby amended to reflect that Franchisor (or any third party assignee of Franchisor) will not exercise the option for any partial sale of Franchisee's business. Franchisor (or any third party assignee of Franchisor) may not become a partial owner of any SBA-financed franchises.

12. Notwithstanding anything to the contrary in Section 5.14 of the Franchise Agreement, Franchisor cannot establish maximum, minimum or other pricing requirements with respect to this franchisee unless such pricing requirements have been established in a franchise agreement that has been reviewed and approved by the SBA and listed on the SBA's Franchise Registry.

13. This Addendum automatically terminates on the earliest to occur of the following: (i) a termination occurs under the Franchise Agreement; (ii) the Loan is paid; or (iii) the SBA no longer has any interest in the Loan.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Addendum to Franchise Agreement as of the day and year first above written.

FRANCHISOR:	**FRANCHISEE:**
BEYOND FRANCHISE GROUP, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

SCHEDULE M

LIMITED ACCESS LOCATION ADDENDUM

LIMITED ACCESS LOCATION

ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to Franchise Agreement (this "Addendum") is made and entered into as of _____, by and between Beyond Franchise Group, LLC, a California limited liability company ("Franchisor"), as franchisor, and _____, a _____ ("Franchisee"), as franchisee. This Addendum relates to and modifies that certain Franchise Agreement ("the "Prime Agreement") between the parties. This Addendum shall be controlling in the event of any conflict between the Prime Agreement and this Addendum. All definitions in the Prime Agreement shall apply to this Addendum unless the context otherwise indicates. The parties mutually agree, for good and valuable consideration, the receipt and sufficiency of which the parties mutually acknowledge, as follows:

1. Limited Access Location Restaurant. Franchisee has requested, and Franchisor has approved, the development and operation of a Store to be located in _____ (the "Host Facility") and within the Host Facility, in the following location (the "Location"):

   _____

2. Lease with Host Facility. Franchisee represents and warrants to Franchisor that the Lease of the Location (the "Host Lease") with the owner or landlord of the Host Facility ("Host Operator") (i) allows for the operation of the Store under the System and the use and sale of all Products without material modification, supplier or menu limitations, (ii) provides for [a common seating area convenient to the Store][no common seating area but contemplates carry out servings for all food concepts in the vicinity of the Location], (iii) allows for the installation and operation of all equipment necessary to prepare the menu items of the System as of the Effective Date, (iv) permits display of the Marks in signage over the Location serving area, (v) [allows you to serve beer subject to licensure and compliance with applicable alcoholic beverage regulations][does not allow you to serve beer], and (v) [permits the Store to open and operate during lunch and dinner hours 365 days per year][limits operation to certain event dates and times or periods when active food service at the Host Facility is permitted].

3. Modifications to Standard Store and Products. Franchisee will present to Franchisor a complete statement of any proposed modifications of standard Store plans and Products required to conform to the Host Lease and the space requirements for the Host Facility location. Franchisor must approve such modifications in writing before Franchisee can approve or proceed with build out of the Store at the Host Facility, and may require changes to such proposed plans and Products before Franchisee may proceed to develop and operate the Store.

4. Confidential Information. No inspection right in the Lease shall allow or imply Franchisor's consent to grant to Host Operator or its representatives access to any confidential or proprietary information Franchisor provides to Franchisee.

5. Rent Payments. Franchisee will provide Franchisor with copies of any rental reports and forms Franchisee submits to Host Operator that show the Gross Sales of the Store or calculate any percentage rent payable under the Lease.

6. Indemnification. You acknowledge that the indemnification set forth in Section 10.9 of the Prime Agreement extends to any claim arising from the condition, premises or events occurring at the Host Facility, whether the Host Operator or you control the space or activity from which the claim arises.

7. Local Marketing. Franchisee will receive credit toward its local marketing expense requirement under Section 5.8 of the Prime Agreement for the documented amounts Franchisee contributes to the marketing or advertising cooperative of the Host Facility.

8. Upgrade of Restaurant. Franchisee represents to Franchisor that the Lease will permit Franchisee to upgrade the Store as and when contemplated by the Prime Agreement, subject only to Host Operator approval, which it may not unreasonably withhold or delay.

9. Technology & Communications. Franchisee represents to Franchisor that the Host Facility will support and the Lease allows Franchisee to install and maintain the technology and communications Franchisor requires for the Store as of the Effective Date under the System.

10. New Menu Items. Notwithstanding the Prime Agreement, Franchisee will not be obligated to prepare and serve any new menu item that Franchisor mandates under the System after the Effective Date if Franchisee is prohibited from serving the item under the Lease.

In witness whereof, the parties have executed and delivered this Agreement, intending to be legally bound, as of the Effective Date.

Beyond Franchise Group, LLC

By: _____
Its: _____
Effective Date: _____

_____

By: _____
Its: _____
Date: _____

EXHIBIT C

MULTIPLE UNIT DEVELOPMENT AGREEMENT

WITH ATTACHMENTS

BEYOND FRANCHISE GROUP, LLC

EXHIBIT C

POKÉWORKS®

MULTIPLE UNIT DEVELOPMENT AGREEMENT

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BEYOND FRANCHISE GROUP, LLC

MULTIPLE UNIT DEVELOPMENT AGREEMENT

THIS MULTIPLE UNIT DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 20___, ("**Effective Date**") by and between **Beyond Franchise Group, LLC**, a Delaware limited liability company, with a business address of 220 Technology Drive, Suite 120, Irvine, CA 92618 ("**Franchisor**"), and _____, with its business address at _____ ("**Multiple Unit Operator**").

WITNESSETH:

WHEREAS, Franchisor holds the exclusive franchise rights to a proprietary system owned by Franchisor, which has been developed through significant expenditures of time, skill, effort and money ("**System**") relating to the establishment, development and operation of a Pokéworks restaurant ("**Franchised Restaurant**") which is a retail quick service restaurant selling Hawaiian poké made using high-quality, sustainably sourced fish from local waters and beyond, as well as a variety of related menu items, sushi dishes, beverages, and other items using the trademark POKÉWORKS®; and

WHEREAS, the System features use of the Marks (defined below), a distinctive exterior and interior design, decor, color scheme, fixtures and furnishings for the Franchised Restaurant, as well as uniform standards, specifications, methods, policies and procedures for store operations, proprietary inventory and management control, training and assistance, and advertising and promotional programs, all of which may be changed, improved upon, and further developed from time to time by Franchisor;

WHEREAS, Franchisor, through its dedicated operations, marketing methods, and merchandising policies, has developed the reputation, public image and good will of its System and established a firm foundation for its franchised retail operations consisting of the highest standards of training, management, supervision, appearance, services and quality of products;

WHEREAS, the System is identified by means of certain trademarks, including the marks POKÉWORKS® and POKÉWORKS® logo, and such other trade names, service marks, and trademarks as are now, and may hereafter be, designated for use in connection with the System ("**Marks**"), which Marks are owned by Beyond Restaurant Group, LLC, a California limited liability company which is the parent of Franchisor ("**Parent**"), and licensed to Franchisor to use and to sublicense Franchisor's franchisees to use the Marks in the operation of Franchised Restaurants;

WHEREAS, Franchisor continues to develop, expand, use, control and add to the Marks and the System for the benefit of and exclusive use by Franchisor and its franchisees in order to identify for the public the source of the products and services marketed thereunder and to represent the System's high standards of quality and service;

WHEREAS, Multiple Unit Operator desires to obtain the exclusive right to develop, construct, manage and operate a series of Pokéworks Franchised Restaurants under the development schedule described in **Attachment B** attached hereto ("**Development Schedule**") and within the territory described in **Attachment A** attached hereto ("**Development Territory**"), under the System and Marks, as well as to receive the training and other assistance provided by Franchisor in connection therewith;

WHEREAS, the Multiple Unit Operator hereby acknowledges that it has read this Agreement and Franchisor's Franchise Disclosure Document ("**Disclosure Document**"), and that it has no knowledge of any representations about the Pokéworks Franchise or about Franchisor or its franchising program or policies made by Franchisor or by its officers, directors, shareholders, employees or agents which are contrary to the statements in Franchisor's Disclosure Document or to the terms of this Agreement, and that it understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain Franchisor's high standards of quality and service and the uniformity of those standards at all facilities which operate pursuant to the System and thereby to protect and preserve the goodwill of the System and the Marks; and

WHEREAS, Multiple Unit Operator understands and acknowledges the importance of Franchisor's uniformly high standards of quality and service and the necessity of operating the Pokéworks Franchises in strict conformity with Franchisor's quality control standards and specifications.

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

I. GRANT.

A. Franchisor hereby grants to Multiple Unit Operator the right and license to develop, construct, operate and manage _____ (_____) Franchised Restaurants in strict accordance with the System and under the Marks within the Development Territory described in **Attachment A**. Each Franchised Restaurant must be operated according to the terms of the individual franchise agreement ("**Franchise Agreement**") with respect thereto.

B. If the Multiple Unit Operator is developing Franchised Restaurants, and complies with the terms of this Agreement, the Development Schedule, and the individual Franchise Agreement for each Franchised Restaurant, then Franchisor will not franchise or license others, nor will it itself directly or indirectly develop, own, lease, construct or operate in any manner, any Franchised Restaurants in the Development Territory during the term hereof ("**Term**"); however, Franchisor reserves the right to sell products and services, including frozen products and other branded proprietary products, under the Marks or any other marks, through any other retail location, including grocery stores, convenience stores, hotel shops, kiosks, theatres, malls, airports, college campuses and gas stations, military bases, at special events or through any other channels of distribution, including through mail order, catalogue sales or over the Internet. In addition, Franchisor reserves the right to establish or grant express units ("**Express Units**") at any time within the Development Territory. "Express Units" shall mean food carts, trucks, and temporary pop-up units. Franchisor also reserves the right to (a) establish, operate or license to

any other person or entity the right to establish or operate a restaurant owned or licensed by Franchisor at any location outside the Development Territory; (b) develop, lease, and license the use of, at any location inside or outside of the Development Territory, trademarks other than the Marks in connection with the operation of a system which offers products and services which are the same as or similar to those offered under the System on any terms or conditions which Franchisor deems advisable; (c) merge with or be acquired by any other business, including a business that competes with Franchised Restaurants operated by Multiple Unit Operator, or to acquire and convert to the System operated by Franchisor any restaurants, including restaurants operated by competitors, located inside or outside of the Development Territory or otherwise operated independently as part of, or in association with, any other system or chain, whether franchised or corporately owned; and (d) implement multi-area marketing programs which may allow Franchisor or others to solicit or sell to customers anywhere, and to issue mandatory policies to coordinate such multi-area marketing programs. Upon the expiration or termination of this Agreement, the Multiple Unit Operator will no longer have an exclusive Development Territory and each Franchised Restaurant will be limited to operation in its own protected territory described in the individual Franchise Agreement.

C. This Agreement is not a franchise agreement and Multiple Unit Operator will have no right to use in any manner the Marks or System by virtue hereof. Each Franchised Restaurant will be governed by the individual Franchise Agreement executed by Franchisor and Multiple Unit Operator for each Franchised Restaurant.

D. The Multiple Unit Operator must contribute some amount of personal capital to the development of each Franchised Restaurant and must own at least a fifty-one percent (51%) equity interest in each Franchised Restaurant developed hereunder. In addition, Franchisee must ensure that a person having at least a twenty-five percent (25%) beneficial equity interest in the Franchisee ("**Equity Manager**") will at all times devote his or her full time and attention to managing, supervising and developing each Franchised Restaurant and that such person is at all times identified to the Franchisor. Multiple Unit Operator must identify all equity owners of Multiple Unit Operator by completing the Statement of Shareholders/Members/Partners attached to this Agreement as **Attachment D**. Multiple Unit Operator must provide Franchisor with an updated form of Attachment D within ten (10) business days of any change in the equity ownership of Multiple Unit Operator. The failure of Multiple Unit Operator to provide Franchisor with an updated Attachment D within the time-frame specified in this Section I.D. will constitute a material default of this Agreement.

II. TERM.

Unless sooner terminated pursuant to the provisions of Section VII, the Term of this Agreement will expire upon the earlier of (a) _____ years from the Effective Date, or (b) completion of the term of the Development Schedule.

III. FRANCHISE AGREEMENT, INITIAL FRANCHISE FEE, AND INITIAL TRAINING.

A. With respect to each Franchised Restaurant to be developed under this Agreement:

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1. As soon as Multiple Unit Operator locates a site within the Development Territory that it believes is suitable for construction of a Franchised Restaurant, Multiple Unit Operator must submit to Franchisor such information about the proposed location including, without limitation, lease terms, land acquisition terms, demographic criteria and preliminary site plans showing building orientation, proposed unit location, parking layout, and certain other information, as Franchisor may require from time to time in Franchisor's operations manual ("**Manual**"). If Multiple Unit Operator proposes that another entity will operate the Franchised Restaurant, Multiple Unit Operator must also submit information to Franchisor regarding the proposed franchisee entity. Franchisor reserves the right to request as much additional information regarding the site and the proposed franchisee entity as it deems necessary, in its sole discretion, and Multiple Unit Operator agrees to provide such information immediately upon request.

2. Should Franchisor approve of the site location per Section III.A.1 above, it will give its written approval to the Multiple Unit Operator to proceed with architectural drawings and final site plans, containing such information as Franchisor requires. The approval of the site location will not constitute final approval of the site for the Franchised Restaurant, or of the entity proposed as franchisee. Upon receipt of the site location approval, Multiple Unit Operator should make an offer to secure the site via purchase or lease, which offer must be contingent upon final approval by Franchisor of the site and of the proposed franchisee entity.

3. Should Franchisor provide final site approval and approve of the proposed franchisee entity for a Franchised Restaurant, Franchisor and Multiple Unit Operator (or its affiliate) must promptly enter into an individual Franchise Agreement for such Franchised Restaurant before the date Multiple Unit Operator begins construction on the franchise location, which agreement must be in the form of Franchisor's then current form of Franchise Agreement. The terms of the individual Franchise Agreement will then govern the further development and build-out of the Franchised Restaurant.

B. The Multiple Unit Operator must pay to Franchisor an Initial Franchise Fee for each Franchised Restaurant to be developed hereunder. At all times during the Term of this Agreement, the initial franchise fee ("**Initial Franchise Fee**") will be the Initial Franchise Fee Franchisor is charging franchisees opening Franchised Restaurants under Multiple Unit Development Agreements at the time Multiple Unit Operator submits the proposed site to Franchisor. Upon entering into this Agreement, the Multiple Unit Operator must pay to Franchisor the Initial Franchise Fee for the first Franchised Restaurant to be developed under this Agreement plus fifty percent (50%) of the Initial Franchise Fees for all subsequent Franchised Restaurants. All such amounts collected by Franchisor shall be deemed fully earned immediately upon receipt and shall be non-refundable, regardless of whether Area Developer opens any of the Franchised Restaurants it is obligated to open in the Development Territory. The Multiple Unit Developer must pay to Franchisor the remaining fifty percent (50%) of the Initial Franchise Fees for all subsequent Franchised Restaurants when the Multiple Unit Operator or its affiliate enters into the single-unit Franchise Agreement which corresponds to the respective Franchised Restaurant."

C. The terms of the Franchise Agreement notwithstanding, Franchisor will provide the Multiple Unit Operator with Franchisor's then current Training Program (as defined in the Franchise Agreement) and on-site opening assistance for the first two (2) Franchised Restaurants to be developed hereunder. Thereafter, Franchisor will provide only the Training Program, and then only for one (1) designated Manager of each additional Franchised Restaurant, and will not provide on-site assistance. Instead, the Multiple Unit Operator must, after the opening of its first Franchised Restaurant, begin assembly of its own store opening assistance team, and said team must be fully trained and in place prior to the opening of the fourth Franchised Restaurant hereunder. After the opening of the third Franchised Restaurant, the Multiple Unit Operator's store opening team must provide the on-site opening assistance as stipulated by Franchisor and continue to provide said assistance for each and every Franchised Restaurant to be opened by the Multiple Unit Operator under the Development Schedule.

IV. DEVELOPMENT SCHEDULE.

A. Multiple Unit Operator must open and continuously operate the Franchised Restaurants in accordance with the System and the Development Schedule set forth in **Attachment B**. In the event that Multiple Unit Operator opens and operates a greater number of Franchised Restaurants than is required to comply with the current period of the Development Schedule, the requirements of the succeeding period(s) will be deemed to have been satisfied to the extent of such excess number of Franchised Restaurants. Multiple Unit Operator will be permitted to open Franchised Restaurants in excess of the number of Franchised Restaurants set forth in the Development Schedule subject to the prior written approval of Franchisor if, in Franchisor's sole discretion, Franchisor determines that the Development Territory could support additional Franchised Restaurants. Multiple Unit Operator must pay Franchisor the then-current Initial Franchise Fee applicable at the time Multiple Unit Operator signs a Franchise Agreement for any additional Franchised Restaurants.

B. As of the Effective Date, Franchisor operates a Certified-to-Expand policy, as may be amended in the Manual in Franchisor's sole discretion, under which Multiple Unit Operator must be in financial and operational good standing, as determined by Franchisor in writing, at existing Franchised Restaurants under this Agreement before Multiple Unit Operator may begin developing additional Franchised Restaurants under this Agreement.

V. LOCATION OF FRANCHISED RESTAURANTS.

The location of each Franchised Restaurant will be selected by the Multiple Unit Operator, within the Development Territory, subject to Franchisor's prior approval as set forth in Section III hereof, which approval will take into account all relevant demographic information then available to Franchisor. The establishment of any proposed site by Multiple Unit Operator prior to approval of Franchisor will be the sole risk and responsibility of Multiple Unit Operator and will not obligate Franchisor in any way to approve the same. The approval of a proposed site by Franchisor does not in any way constitute a warranty or representation by Franchisor as to the suitability of such site for location of a Franchised Restaurant.

VI. FRANCHISE AGREEMENT.

Multiple Unit Operator will not commence construction on, or open any Franchised Restaurant until, among other things, the entire Initial Franchise Fee for such Franchised Restaurant has been paid in full and the individual Franchise Agreement for such Franchised Restaurant has been executed by both the Multiple Unit Operator and Franchisor.

VII. DEFAULT AND TERMINATION.

Multiple Unit Operator will be in default under this Agreement should Multiple Unit Operator (or its affiliate): (a) fail to comply with the Development Schedule; (b) fail to perform any of its other obligations under this Agreement; (c) fail to comply with the provisions on transfer contained herein; or (d) fail to comply in any way with the Multiple Unit Operator's representations set forth in Section XXIII.

Upon such default, Franchisor will have the right, at its option, and in its sole discretion, to do any or all of the following:

A. Terminate this Agreement;

B. Terminate the territorial exclusivity granted to Multiple Unit Operator;

C. Reduce the size of the Multiple Unit Operator's Development Territory or the number of Franchised Restaurants Multiple Unit Operator may develop in the Development Territory; or

D. Accelerate the Development Schedule on immediate written notice.

The Parties agree that the commercial purpose of this Agreement is for Franchisor to license the System specified by Franchisor to Franchisee for use in operating the Franchised Business strictly in accordance with the Manual, in exchange for payment of the Fees and under the conditions set forth in this Agreement. This Agreement intends for Franchisee to control the terms and conditions of employment for the employees of the Franchised Business, and to supervise such employees as their employer, as set forth in Franchise Agreement Section 5 without constituting Franchisor as a joint employer of Franchisee or Franchisee's employees. Franchisee acknowledges that Franchisor is not in the business of owning and operating any Franchised Business, and Franchisee has independently decided to enter into this Agreement to obtain the right to use the System so as to enter into the trade and business contemplated by the System. Franchisor may terminate this Agreement by written notice to Franchisee without penalty and without payment of any refunds or damages to Franchisee, and Franchisee will follow its post-termination obligations under Franchise Agreement Section 10 at its expense, if Franchisor determines in its sole discretion that either (i) a law or regulation is enacted, promulgated, repealed, modified or amended, (ii) a judicial or administrative tribunal or administrative agency has issued, published or released a decision, ruling or opinion in a matter not involving the Parties directly or indirectly that Franchisor reasonably expects will affect applicable law or its interpretation, or (iii) an administrative agency, arbitrator or judge has issued an interim or final decision in a matter in which the Parties are involved directly or

indirectly, which (A) frustrates or adversely affects or could reasonably be expected to affect adversely the purposes of this Agreement, (B) makes performance of this Agreement commercially impracticable, (C) effectively modifies the allocation of risk, benefits and burdens agreed by the Parties, (D) deprives any Party of its benefits of the bargain struck by the Parties, as originally set forth in this Agreement, or (E) determines that an employment or a joint employment relationship exists between Franchisor and Franchisee.

Upon termination or expiration of the term of this Agreement, this Agreement will be of no further effect, and Franchisor will have the right to open, or license others to open, Franchised Restaurants within the Development Territory.

VIII. ASSIGNMENT.

A. By Franchisor. Franchisor will have the absolute right to transfer or assign all or any Part of its rights or obligations hereunder to any person or legal entity which assumes its obligation under this Agreement and Franchisor will thereby be released from any and all further liability to Multiple Unit Operator.

B. By Multiple Unit Operator.

1. Multiple Unit Operator understands and acknowledges that the rights and duties set forth in this Agreement are personal to Multiple Unit Operator and are granted in reliance upon the personal qualifications of Multiple Unit Operator or Multiple Unit Operator's principals. Multiple Unit Operator has represented to Franchisor that Multiple Unit Operator is entering into this Agreement with the intention of complying with its terms and conditions and not for the purpose of transferring the development and option rights hereunder.

2. Neither Multiple Unit Operator nor any partner, member, or shareholder thereof will, without Franchisor's prior written consent, directly or indirectly assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in this Agreement or in Multiple Unit Operator. Any such proposed assignment occurring by operation of law or otherwise, including any assignment by a trustee in bankruptcy, without Franchisor's prior written consent, will be a material default of this Agreement.

3. Any assignment, transfer or other disposition by the Multiple Unit Operator of a single-unit Franchised Restaurant within the Development Territory will be governed by the Franchise Agreement to which such single-unit Franchised Restaurant is bound.

4. Subject to the other provisions of Section VIII herein, including Paragraph 3 above and Paragraph 5 below, if Multiple Unit Operator wishes to sell, transfer or otherwise assign any portion, or all, of the Development Territory, the Multiple Unit Operator must notify Franchisor which may approve or disapprove the same in its sole discretion, and in addition Franchisor may require any or all of the following as conditions of its approval:

(a) All of the Multiple Unit Operator's accrued monetary obligations and all other outstanding obligations to Franchisor, its affiliates and suppliers must be fully paid and satisfied;

(b) The Multiple Unit Operator must not be in default of any provision of its Franchise Agreements, any amendments thereof or successors thereto, or any other agreement between the Multiple Unit Operator and Franchisor, its subsidiaries or affiliates;

(c) The Multiple Unit Operator and each of its affiliates, shareholders, members, partners, officers and directors must execute a general release, under seal, the consideration for which will be the approval of the transfer, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates, officers, directors, shareholders and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances;

(d) The transferee must enter into a written assignment, under seal and in a form satisfactory to Franchisor, assuming and agreeing to discharge all of the Multiple Unit Operator's obligations under the relevant Franchise Agreements and, if deemed necessary by Franchisor, the transferee's principals, individually, will guarantee the performance of all such obligations in writing in a form satisfactory to Franchisor;

(e) The transferee must demonstrate to Franchisor's satisfaction that the transferee meets Franchisor's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to operate the Franchised Restaurants (as may be evidenced by prior related experience or otherwise); has at least the same managerial and financial acumen required of new Multiple Unit Operators and must have sufficient equity capital, as determined by Franchisor in Franchisor's sole discretion, to operate the Franchised Restaurants;

(f) At Franchisor's option, the transferee must execute (and, upon Franchisor's request, must cause all interested parties to execute), for a term ending on the expiration date of the Franchise Agreement(s), the standard form of Franchise Agreement and Multiple Unit Development Agreement then being offered to new Multiple Unit Operators and such other ancillary agreements as Franchisor may require for the Franchised Restaurants, which agreements will supersede the Franchise Agreements and the Multiple Unit Development Agreement between the Multiple Unit Operator and Franchisor in all respects and the terms of which agreements may differ from the terms of the Franchise Agreements and Multiple Unit Development Agreement, including, without limitation, the implementation of other fees and different royalty rates;

(g) The Multiple Unit Operator and its principals must remain liable for all direct and indirect obligations to Franchisor in connection with the Franchised Restaurants prior to the effective date of transfer and will continue to remain responsible for their obligations of nondisclosure, noncompetition and indemnification as provided in the Franchise Agreements and Guaranty, attached to this Agreement as **Attachment C**, and must execute any and all instruments reasonably requested by Franchisor to further evidence such liability; and

(h) Multiple Unit Operator or its approved transferee will pay to Franchisor, at the time of such transfer, a transfer fee equal to fifty percent (50%) of Franchisor's then-current Initial Franchise Fee for a single unit franchise at the time of the transfer.

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5. If Multiple Unit Operator or its principals will at any time determine to sell, transfer or otherwise dispose of all or part of the rights under this Agreement or an ownership interest in Multiple Unit Operator, and Multiple Unit Operator or its principals obtains a bona fide, executed written offer from a responsible and fully disclosed purchaser, Multiple Unit Operator must notify Franchisor in writing of each such offer, and Franchisor will have the right and option, exercisable within a period of thirty (30) days from the date of delivery of such offer, by written notice to Multiple Unit Operator or its owners, to purchase the rights under this Agreement or such ownership interest for the price and on the terms and conditions contained in such purchaser's offer. If Franchisor does not exercise its right of first refusal, Multiple Unit Operator or its principals may complete the sale of Multiple Unit Operator or such ownership interest, subject to Franchisor's approval of the purchaser and all other conditions set forth in this Section VIII.B, provided that if such sale is not completed within one hundred twenty (120) days after delivery of such offer to Franchisor, Franchisor will again have the right of first refusal herein provided. In the event that the Multiple Unit Operator wishes to publicly offer its shares in any partnership or corporation which has an ownership interest in the Multiple Unit Operator, such public offering will be subject to the approval of Franchisor, such approval to not be unreasonably withheld.

6. Franchisor reserves the right to require Multiple Unit Operator to engage the services of a third-party escrow agent designated or approved by Franchisor to facilitate the transfer of Multiple Unit Operator's assets and development rights to an approved third-party and to handle disbursement of all proceeds resulting from such transfer, and Multiple Unit Operator agrees to comply with such designation, utilize the services of such escrow agent, and pay all fees required by such escrow agent.

C. Entity Ownership. Each shareholder, member, or partner of the corporation, limited liability company, or partnership which is granted the rights to serve as the Multiple Unit Operator hereunder must be a party to a shareholders' agreement, operating agreement, or partnership agreement which must provide, *inter alia*, that upon any dissolution of the corporation, limited liability company, or partnership, or upon any divorce decree among the parties who are also shareholders, members, or partners, that ownership of the shares, membership interest, or partnership interest will be transferred to the shareholder, member, or partner for agreed upon consideration, which has primary responsibility for sales and marketing activities, typically the President, following any such dissolution or decree. The form and content of the shareholders' agreement, operating agreement, or partnership agreement must be approved by Franchisor prior to execution. Multiple Unit Operator's failure to comply with this Section VIII.C will constitute a material default of this Agreement.

IX. FORCE MAJEURE.

In the event that Multiple Unit Operator is unable to comply with the Development Schedule due to strike, riot, civil disorder, war, failure to supply, fire, natural catastrophe or other similar events beyond its control, and upon notice to Franchisor, the Development Schedule and this Agreement will be extended for a corresponding period, not to exceed ninety (90) days; provided, however, that this Section IX will not extend the time for payment of any monetary obligations owed to Franchisor.

X. CONFIDENTIALITY.

A. Nothing contained in this Agreement will be construed to require Franchisor to divulge to Multiple Unit Operator any trade secrets, techniques, methods or processes except the material contained in Franchisor's manuals and training materials, and then only pursuant to the terms, conditions and restrictions contained in the applicable Franchise Agreement. Multiple Unit Operator acknowledges that its knowledge of Franchisor's knowhow, processes, techniques, information and other proprietary data is derived entirely from information disclosed to it by Franchisor and that such information is proprietary, confidential and a trade secret of Franchisor. Multiple Unit Operator agrees to adhere fully and strictly to the confidentiality of such information and to exercise the highest degree of diligence in safeguarding Franchisor's trade secrets during and after the Term of this Agreement. Multiple Unit Operator will divulge such material only to its employees and agents and only to the extent necessary to permit the efficient operation of the Franchised Restaurants. It is expressly agreed that the ownership of all such items and property is and will remain vested solely in Franchisor.

B. The Multiple Unit Operator agrees that all terms of this Agreement will remain confidential and will not make any public announcement, issue any press release or publicity, make any confirmation of statements made by third parties concerning the terms of this Agreement, or make any other disclosures other than the existence of this Agreement without the prior written consent of Franchisor unless compelled by law or ordered to do so by a court of competent jurisdiction. It is agreed and understood that Multiple Unit Operator may disclose the terms of this Agreement to its professional advisors and lenders. Franchisor will be free to make such disclosure of the terms of this Agreement as it determines, in its sole discretion, to be in the best interest of Franchisor or the System.

XI. NONCOMPETITION.

A. Multiple Unit Operator has heretofore specifically acknowledged that, pursuant to this Agreement, Multiple Unit Operator will receive valuable specialized Confidential Information and information regarding the business of Franchisor, and its System. Multiple Unit Operator covenants that during the Term of this Agreement and subject to the post term provisions contained herein, except as otherwise approved in writing by Franchisor, Multiple Unit Operator must not, either directly or indirectly, for itself or through, on behalf of or in conjunction with any person, persons, partners or corporations:

1. Divert or attempt to divert any business or customer of the Franchised Restaurants to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Franchisor's Marks or the System;

2. Employ or seek to employ any person who is at that time employed by Franchisor or otherwise directly or indirectly induce such person to leave his or her employment; or

3. Own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to, have any interest in, or be involved in the operation of any business

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which consists substantially of the sale of poke, Hawaiian cuisine, or sushi food items as its main product line.

B. Multiple Unit Operator covenants that, except as otherwise approved in writing by Franchisor, Multiple Unit Operator will not, for a continuous uninterrupted period commencing upon the expiration or termination of this Agreement, regardless of the cause for termination, and continuing for two (2) years thereafter, either directly or indirectly, for itself or through, on behalf of or in conjunction with any person, persons, partnership or corporation, own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to, have any interest in, or be involved in the operation of any business which consists substantially of the sale of poke, Hawaiian cuisine, or sushi food items as its main product line and which is located within a radius of fifty (50) miles of the Development Territory hereunder or the location of any Multiple Unit Operator, company-owned restaurant, or Franchised Restaurant under the System which is in existence on the date of expiration or termination of this Agreement.

C. Sections XI.A and XI.B will not apply to ownership by Multiple Unit Operator of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly held corporation.

D. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement. If any or all portions of the covenants in this Section XI are held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Multiple Unit Operator expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a Part of this Section XI.

E. Multiple Unit Operator understands and acknowledges that Franchisor will have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections XI.A and XI.B in this Agreement, or any portion thereof, without Multiple Unit Operator's consent, effective immediately upon receipt by Multiple Unit Operator of written notice thereof, and Multiple Unit Operator agrees that it will forthwith comply with any covenant as so modified, which will be fully enforceable.

F. Multiple Unit Operator expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, will not constitute a defense to the enforcement by Franchisor of the covenants in this Section XI. Multiple Unit Operator agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Section XI provided Franchisor prevails in any or all of its claims against Multiple Unit Operator.

G. Multiple Unit Operator acknowledges that Multiple Unit Operator's violation of the terms of this Section XI would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Multiple Unit Operator accordingly consents to the issuance of an injunction by any court of competent jurisdiction or arbitrator having jurisdiction over the Agreement prohibiting any conduct by Multiple Unit Operator in violation of the terms of this Section XI.

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H. At Franchisor's request, Multiple Unit Operator will require and obtain execution of covenants similar to those set forth in this Section XI (including covenants applicable upon the termination of a person's relationship with Multiple Unit Operator) from any or all of the following persons: (a) all directors and managers of each Franchised Restaurant; (b) all officers, directors and holders of a beneficial interest of five percent (5%) or more of the securities of Multiple Unit Operator and of any corporation directly or indirectly controlling Multiple Unit Operator if Multiple Unit Operator is a corporation; and (c) the members or general partners and any limited partners (including any corporation, and the officers, directors and holders of a beneficial interest of five percent (5%) or more of the securities of any corporation which controls, directly or indirectly, any general or limited partner) if Multiple Unit Operator is a limited liability company or partnership. All covenants required by this Section XI must be in forms satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third party beneficiary of such covenants with the independent right to enforce them. Failure by Multiple Unit Operator to obtain execution of a covenant required by this Section XI will constitute a material default under Section VII hereunder.

XII. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding of the parties with respect to the development of the Development Territory, and will not be modified except by a written agreement signed by the parties hereto. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document that Franchisor furnished to Franchisee. Where this Agreement and any Franchise Agreement between the parties conflict with respect to initial training, the amount or payment terms of Initial Franchise Fees or equity interests held by the franchisee or operating partners and unit managers, the terms of this Agreement will govern. Under no circumstances do the parties intend that this Agreement be interpreted in such a way as to grant Multiple Unit Operator any rights to grant sub-franchises in the Development Territory.

XIII. MONTHLY REPORTS.

Multiple Unit Operator agrees that it will provide to Franchisor a monthly report of its activities and progress in developing and establishing Franchised Restaurants as provided herein. The monthly reports must be submitted no later than the fifth (5th) day following the end of the preceding month during the Term of this Agreement.

XIV. INDEPENDENT CONTRACTOR AND INDEMNIFICATION.

A. It is acknowledged and agreed that Multiple Unit Operator and Franchisor are independent contractors and nothing contained herein will be construed as constituting Multiple Unit Operator as the agent, partner or legal representative of Franchisor for any purpose whatsoever. Multiple Unit Operator will enter into contracts for the development of the Development Territory contemplated by this Agreement at its sole risk and expense and must be solely responsible for the direction, control and management of its agents and employees. Multiple Unit Operator acknowledges that it does not have authority to incur any obligations, responsibilities or liabilities on behalf of Franchisor, or to bind Franchisor by any representations or warranties, and agrees not to hold itself out as having such authority.

B. Multiple Unit Operator agrees to protect, defend, indemnify and hold Franchisor harmless from and against all claims, actions, proceedings, damages, costs, expenses and other losses and liabilities, directly or indirectly incurred as a result of, arising from, out of, or in connection with Multiple Unit Operator's carrying out its obligations hereunder.

XV. COMPLIANCE WITH APPLICABLE LAWS.

Multiple Unit Operator will develop all Franchised Restaurants in the Development Territory in accordance and compliance with all applicable federal, state and local statutes, laws, ordinances and regulations and agrees to promptly pay all financial obligations incurred in connection therewith.

XVI. CHANGE IN DEVELOPMENT TERRITORY.

The parties acknowledge that the development of the Development Territory as anticipated hereunder has been determined according to the needs of the Multiple Unit Operator's targeted market in the Development Territory, as determined by Franchisor, as of the date of execution of this Agreement. The Multiple Unit Operator understands that, if there is an increased public demand for the products and services offered by Franchisor due to an increase in the number of individuals or corporations in the Development Territory, Franchisor will expect the Multiple Unit Operator to establish additional Franchised Restaurants within the Development Territory. While Franchisor will not require the Multiple Unit Operator to establish such additional Franchised Restaurants, Franchisor will strongly encourage Multiple Unit Operator to do so. Any additional Franchised Restaurant will be governed by Franchisor's then current form of individual Franchise Agreement.

XVII. SUCCESSORS AND ASSIGNS.

This Agreement will be binding upon and inure to the benefit of each of the parties hereto and their heirs, successors, permitted assigns and personal representatives.

XVIII. APPLICABLE LAW.

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware which laws will govern in the event of any conflict of laws, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 *et. seq*.). The parties expressly consent to personal jurisdiction in the State of California and agree that, except as set forth in Section XXI, the state and federal court(s) located in Los Angeles, California will have exclusive jurisdiction for the purposes of carrying out this provision.

XIX. RECEIPT OF DOCUMENTS.

Multiple Unit Operator acknowledges receipt of the Disclosure Document, Franchise Agreement, financial statements and other contracts for the Franchised Restaurant at least fourteen (14) days prior to execution hereof or payment of any monies.

XX. NOTICE.

Whenever this Agreement requires notice, it must be in writing and must be sent by registered or certified mail, return receipt requested, to the other party at the addresses set forth below, unless written notice is given of a change of address.

All notices to Multiple Unit Operator will be conclusively deemed to have been received by Multiple Unit Operator upon the delivery or attempted delivery of such notice to Multiple Unit Operator's address listed herein, or such changed address.

Notices to Franchisor: Beyond Franchise Group, LLC
220 Technology Drive, Suite 120
Irvine, CA 92618
Attention: Michael Wu

Notices to Multiple Unit Operator:

XXI. ARBITRATION.

A. The parties agree that all controversies, claims and disputes between them arising out of or relating to this Agreement, the rights and obligations of the parties hereto, or any other claims or causes of action relating to the performance of either party, and/or the purchase of the franchise by Multiple Unit Operator will be finally resolved by submitting such matter to binding arbitration under the Arbitration Rules of the United Nations Commission on International Trade Law in effect as of the date the demand for arbitration is filed. Each party must agree on one arbitrator selected from a panel of neutral arbitrators provided by the National Franchise Mediation Program of the CPR Institute for Dispute Resolution (located in New York, NY), and the arbitrator will be chosen by the striking method. In accordance with the terms of the Federal Arbitration Act, the Arbitrator will hear the dispute in Los Angeles, California, and conducted entirely in the English language. Each party must bear its own costs and attorney fees and one-half of the arbitrator's expenses. The arbitrator will have no authority to amend or modify the terms of this Agreement. Each party further agrees that, unless such a limitation is prohibited by applicable law, the other party will not be liable for punitive or exemplary damages and the arbitrator will have no authority to award the same. The decision of the arbitrator will be final and binding. The Multiple Unit Operator knows, understands, and agrees that it is the intent of the parties that any arbitration between Franchisor and the Multiple Unit Operator will be of the Multiple Unit Operator's individual claims and that the claims subject to arbitration will not be arbitrated in conjunction with the claims of other Multiple Unit Operators or franchisees or on a class-wide basis, and Multiple Unit Operator hereby waives any right it may assert to have its claims arbitrated in conjunction with the claims of other Multiple Unit Operators or franchisees or on a class-wide basis.

B. Notwithstanding any provision contained in this Section XXI, Franchisor may, at its sole option, institute an action or actions for temporary or preliminary injunctive relief or

seeking any other temporary or permanent equitable relief against the Multiple Unit Operator that may be necessary to protect its trademarks or other rights or property. However, in Franchisor's sole discretion, the final right of determination of the ultimate controversy, claim or dispute will be decided by arbitration as aforesaid and recourse to the courts will thereafter be limited to seeking an order to enforce an arbitral award. In no event will the Multiple Unit Operator be entitled to make, the Multiple Unit Operator will not make, and the Multiple Unit Operator hereby waives, any claim for money damages by way of set off, counterclaim, defense or otherwise based upon any claim or assertion by the Multiple Unit Operator that Franchisor has unreasonably withheld or unreasonably delayed any consent or approval to a proposed act by the Multiple Unit Operator under any of the terms of this Agreement. The Multiple Unit Operator's sole remedy for any such claim will be an action or proceeding to enforce any such provisions, for specific performance or declaratory judgment.

XXII. MODIFICATION BY FRANCHISOR.

Franchisor may modify and update its Manual, the Marks and the System unilaterally under any conditions and to any extent which Franchisor, in the exercise of its sole discretion, deems necessary to meet competition, protect trademarks or trade name, improve the quality of the products or services provided through the Franchised Restaurants, and Multiple Unit Operator will exclusively incur the costs of any such change in the Franchised Restaurant or the System which has been caused by such modification. In the event that any improvement or addition to the Manual, the System or the Marks is developed by Multiple Unit Operator, then Multiple Unit Operator agrees to grant to Franchisor an irrevocable, worldwide, exclusive, royalty free license, with the right to sub license such improvement or addition.

XXIII. REPRESENTATION REGARDING TERRORIST ACTIVITY.

A. Representation Regarding Terrorist Activity. Multiple Unit Operator and its owners agree to comply with and/or to assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, Multiple Unit Operator and its owners certify, represent, and warrant that none of their property or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that Multiple Unit Operator and its owners are not otherwise in violation of any of the Anti-Terrorism Laws.

B. Multiple Unit Operator and its owners certify that none of them, their respective employees, or anyone associated with Multiple Unit Operator is listed in the Annex to Executive Order 13224 (which can be accessed at *http://www.treasury.gov/offices/enforcement/ofac/sanctions/terrorism.html*). Multiple Unit Operator agrees not to hire (or, if already employed, retain the employment of) any individual who is listed in the Annex.

C. Multiple Unit Operator certifies that it has no knowledge or information that, if generally known, would result in Multiple Unit Operator, its owners, their employees, or anyone associated with Multiple Unit Operator to be listed in the Annex to Executive Order 13224.

D. Multiple Unit Operator is solely responsible for ascertaining what actions it must take to comply with the Anti-Terrorism Laws, and Multiple Unit Operator and its Owners

specifically acknowledges and agrees that its and their indemnification responsibilities set forth in this Agreement pertain to its and their obligations under this Section XXIII.

E. Any misrepresentation under this Section or any violation of the Anti-Terrorism Laws by Multiple Unit Operator, its owners, agents, its employees will constitute grounds for immediate termination of this Agreement and any other agreement Multiple Unit Operator has entered with Franchisor or any of Franchisor's affiliates.

F. "**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control and any government agency outside the U.S.) addressing or in any way relating to terrorist acts and/or acts of war.

XXIV. ACKNOWLEDGEMENTS.

A. Multiple Unit Operator acknowledges and recognizes that different terms and conditions, including different fee structures, may pertain to different Multiple Unit Development Agreements and franchise agreements offered in the past, contemporaneously herewith, or in the future, and that Franchisor does not represent that all Multiple Unit Development Agreements or franchise agreements are or will be identical.

B. Multiple Unit Operator acknowledges that it is not, nor is it intended to be, a third party beneficiary of this Agreement or any other agreement to which Franchisor is a party.

C. Multiple Unit Operator represents to Franchisor that it has the business acumen, corporate authority, and financial wherewithal to enter into this Agreement and to perform all of its obligations hereunder and furthermore that the execution of this Agreement is not in contravention of any other written or oral obligation of the Multiple Unit Operator.

D. Multiple Unit Operator acknowledges that it received from Franchisor this Agreement with all blanks filled in at least five (5) business days prior to the execution of this Agreement.

E. Multiple Unit Operator acknowledges and accepts the following:

THE SUCCESS OF THE MULTIPLE UNIT OPERATOR IN MANAGING AND OPERATING MULTIPLE FRANCHISED RESTAURANTS IS SPECULATIVE AND WILL DEPEND ON MANY FACTORS INCLUDING, TO A LARGE EXTENT, MULTIPLE UNIT OPERATOR'S INDEPENDENT BUSINESS ABILITY. MULTIPLE UNIT OPERATOR HAS BEEN GIVEN THE OPPORTUNITY AND BEEN ENCOURAGED TO OBTAIN INDEPENDENT ADVICE FROM LEGAL AND OTHER PROFESSIONALS PRIOR TO ENTERING INTO THIS AGREEMENT. THIS OFFERING IS NOT A SECURITY AS THAT

TERM IS DEFINED UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS. THE OBLIGATION TO TRAIN, MANAGE, PAY, RECRUIT AND SUPERVISE EMPLOYEES OF THE FRANCHISED RESTAURANTS RESTS SOLELY WITH MULTIPLE UNIT OPERATOR. MULTIPLE UNIT OPERATOR HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, AS TO THE POTENTIAL SUCCESS OR PROJECTED INCOME OF THE BUSINESS VENTURE CONTEMPLATED HEREBY. NO REPRESENTATIONS OR PROMISES HAVE BEEN MADE BY FRANCHISOR TO INDUCE MULTIPLE UNIT OPERATOR TO ENTER INTO THIS AGREEMENT EXCEPT AS SPECIFICALLY INCLUDED HEREIN. FRANCHISOR HAS NOT MADE ANY REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, AS TO THE POTENTIAL REVENUES, PROFITS OR SERVICES OF THE BUSINESS VENTURE TO MULTIPLE UNIT OPERATOR AND CANNOT, EXCEPT UNDER THE TERMS OF THIS AGREEMENT, EXERCISE CONTROL OVER MULTIPLE UNIT OPERATOR'S BUSINESS. MULTIPLE UNIT OPERATOR ACKNOWLEDGES AND AGREES THAT IT HAS NO KNOWLEDGE OF ANY REPRESENTATION MADE BY FRANCHISOR OR ITS REPRESENTATIVES OF ANY INFORMATION THAT IS CONTRARY TO THE TERMS CONTAINED HEREIN.

[Signatures on following page]

[ ] Please initial after reading this page

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement on the day and year first written above.

FRANCHISOR:

BEYOND FRANCHISE GROUP, LLC

By:_____
[Print Name]

Title:_____

MULTIPLE UNIT OPERATOR:

WITNESS

By:_____
[Print Name]

Title:_____

[ ] Please initial after reading this page

MULTIPLE UNIT DEVELOPMENT AGREEMENT

ATTACHMENT A

DESCRIPTION OF DEVELOPMENT TERRITORY

ATTACHMENT A

DESCRIPTION OF THE DEVELOPMENT TERRITORY

[ ] Please initial after reading this page

MULTIPLE UNIT DEVELOPMENT AGREEMENT

ATTACHMENT B

DEVELOPMENT SCHEDULE

ATTACHMENT B

DEVELOPMENT SCHEDULE

NUMBER OF MONTHS FROM DATE OF THIS AGREEMENT	TOTAL NUMBER OF FRANCHISED RESTAURANTS OPEN FOR BUSINESS

[ ] Please initial after reading this page

MULTIPLE UNIT DEVELOPMENT AGREEMENT

ATTACHMENT C

GUARANTY

ATTACHMENT C

GUARANTY

In consideration of, and as an inducement to, the execution of that certain Multiple Unit Development Agreement, and any revisions, modifications, addenda and amendments thereto, (hereinafter collectively the "**Agreement**") dated _____, 20___, by and between **BEYOND FRANCHISE GROUP, LLC.**, a Delaware limited liability company, ("**Franchisor**") and _____ ("**Multiple Unit Operator**"), each of the undersigned Guarantors agrees as follows:

1. The Guarantors do hereby jointly and severally unconditionally guaranty the full, prompt and complete performance of the Multiple Unit Operator under the terms, covenants and conditions of the Agreement, including without limitation, compliance with all confidentiality requirements, protection and preservation of confidential information, compliance with all non-compete provisions, compliance with the terms of any and all other agreements executed by Multiple Unit Operator in order to open and operate the Franchised Restaurants (as defined in the Agreement), and the complete and prompt payment of all indebtedness to Franchisor under the Agreement. The word "**indebtedness**" is used herein in its most comprehensive sense and includes without limitation any and all advances, debts, obligations and liabilities of the Multiple Unit Operator, now or hereafter incurred, either voluntarily or involuntarily, and whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, or whether recovery thereof may be now or hereafter barred by any statute of limitation or is otherwise unenforceable

2. The obligations of the Guarantors are independent of the obligations of the Multiple Unit Operator and a separate action or actions may be brought and prosecuted against any or all of the Guarantors, whether or not actions are brought against the Multiple Unit Operator or whether the Multiple Unit Operator is joined in any such action.

3. Franchisor will not be obligated to inquire into the power or authority of the Multiple Unit Operator or its partners or the officers, directors, agents, members or managers acting or purporting to act on the Multiple Unit Operator's behalf and any obligation or indebtedness made or created in reliance upon the exercise of such power and authority will be guaranteed hereunder. Where the Guarantors are corporations, limited liability companies, or partnerships it will be conclusively presumed that the Guarantors and the shareholders, members, partners, agents, officers and directors acting on their behalf have the express authority to bind such corporations, limited liability companies, or partnerships and that such corporations, limited liability companies, or partnerships have the express power to act as the Guarantors pursuant to this Guaranty and that such action directly promotes the business and is in the interest of such corporations, limited liability companies, or partnerships.

4. Franchisor, its successors and assigns, may from time to time, without notice to the undersigned: (a) resort to the undersigned for payment of any of the indebtedness, whether or not it or its successors have resorted to any property securing any of the indebtedness or proceeded against any other of the undersigned or any party primarily or secondarily liable on any of the indebtedness; (b) release or compromise any indebtedness of any of the undersigned

hereunder or any indebtedness of any party or parties primarily or secondarily liable on any of the indebtedness; (c) extend, renew or credit any of the indebtedness for any period (whether or not longer than the original period); (d) alter, amend or exchange any of the indebtedness; or (e) give any other form of indulgence, whether under the Agreement or otherwise.

5. The undersigned further waive presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including without limitation: notice of acceptance hereof; notice of all contracts and commitments; notice of the existence or creation of any liabilities under the Agreement and of the amount and terms thereof; and notice of all defaults, disputes or controversies between the Multiple Unit Operator and Franchisor resulting from the Agreement or otherwise, and the settlement, compromise or adjustment thereof.

6. This Guaranty will be enforceable by and against the respective administrators, executors, successors and assigns of the Guarantors and the death of any Guarantor will not terminate the liability of such Guarantor or limit the liability of the other Guarantors hereunder.

7. If more than one person has executed this Guaranty, the term "**the undersigned**," as used herein will refer to each such person, and the liability of each of the undersigned hereunder will be joint and several and primary as sureties.

[Signatures on following page]

IN WITNESS WHEREOF, each of the undersigned has executed this Guaranty under seal effective as of the _____day of _____, 20___.

[Signature]

[Printed Name]

Home Address

Home Telephone

Business Telephone

Date

[Signature]

[Printed Name]

Home Address

Home Telephone

Business Telephone

Date

[Signature]

[Printed Name]

Home Address

Home Telephone

Business Telephone

Date

[Signature]

[Printed Name]

Home Address

Home Telephone

Business Telephone

Date

MULTIPLE UNIT DEVELOPMENT AGREEMENT

ATTACHMENT D

STATEMENT OF SHAREHOLDERS/MEMBERS/PARTNERS

ATTACHMENT D

STATEMENT OF SHAREHOLDERS/MEMBERS/PARTNERS

The shareholders, members, or partners (collectively the "**Shareholders**") of the Multiple Unit Operator and their respective shareholdings are as follows:

NAME OF SHAREHOLDER	NUMBER & DESIGNATION OF SHARES

EXHIBIT D

LIST OF STATE FRANCHISE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

EXHIBIT D

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Business Oversight One Sansome Street, Suite 600 San Francisco, CA 94104 415-972-8559 1-866-275-2677	Commissioner of Business Oversight 320 West 4th Street, Suite 750 Los Angeles 90013-2344 1-866-275-2677
CALIFORNIA		Wen Wei, 220 Technology Dr. #120, Irvine, California 92618
CONNECTICUT	Securities and Business Investment Division Connecticut Department of Banking 260 Constitution Plaza Hartford, CT 06103 860-240-8230	Connecticut Banking Commissioner Same Address
DELAWARE		The Corporation Trust Company, Corporation Trust Center, 1209 Orange St., Wilmington, DE 19801
FLORIDA	Department of Agriculture & Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, FL 32399-0800 850-245-6000	Same
GEORGIA	Office of Consumer Affairs 2 Martin Luther King Drive, S.E. Plaza Level, East Tower Atlanta, GA 30334 404-656-3790	Same

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
HAWAII	State of Hawaii Business Registration Division Securities Compliance Branch Dept. of Commerce and Consumer Affairs 335 Merchant Street, Room 205 Honolulu, HI 96813 808-586-2722	Hawaii Commissioner of Securities Same Address
ILLINOIS	Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706 217-782-4465	Illinois Attorney General Same Address
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington Street, Room E 111 Indianapolis, IN 46204 317-232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204
IOWA	Iowa Securities Bureau Second Floor Lucas State Office Building Des Moines, IA 50319 515-281-4441	Same
KENTUCKY	Kentucky Attorney General's Office Consumer Protection Division 1024 Capitol Center Drive Frankfort, KY 40602 502-696-5389	Same

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
LOUISIANA	Department of Urban & Community Affairs Consumer Protection Office 301 Main Street, 6th Floor One America Place Baton Rouge, LA 70801 504-342-7013 (gen. info.) 504-342-7900	Same
MAINE	Department of Business Regulations State House - Station 35 Augusta, ME 04333 207-298-3671	Same
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 410-576-6360	Maryland Securities Commissioner Same Address
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48913 517-373-7117	Michigan Department of Commerce Corporations and Securities Bureau Same Address
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 651-539-1600	Minnesota Commissioner of Commerce Same Address

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NEBRASKA	Department of Banking and Finance 1526 K Street, Suite 300 Lincoln, NE 68508 P.O. Box 95006 Lincoln, Nebraska 68509-5006 Tele: 402-471-2171	Same
NEW HAMPSHIRE	Attorney General Consumer Protection and Antitrust Bureau State House Annex Concord, NH 03301 603-271-3641	Same
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st floor New York, NY 10005 212-416-8285	Attention: New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492
NORTH CAROLINA	Secretary of State's Office/Securities Division 2 South Salisbury Street Raleigh, NC 27601 919-733-3924	Secretary of State Secretary of State's Office Same Address
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol, Fifth Floor Bismarck, ND 58505-0510 701-328-4712; Fax: 701-328-0140	North Dakota Securities Commissioner Same Address

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
OHIO	Attorney General Consumer Fraud & Crime Section State Office Tower 30 East Broad Street, 15th Floor Columbus, OH 43215 614-466-8831 or 800-282-0515	Same
OKLAHOMA	Oklahoma Securities Commission 2915 Lincoln Blvd. Oklahoma City, OK 73105 405-521-2451	Same
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 96310 503-378-4387	Director Department of Insurance and Finance Same Address
RHODE ISLAND	Rhode Island Department of Business Regulation Securities Division John O. Pastore Center – Building 69-1 1511 Pontiac Avenue Cranston, RI 02920 401-222-3048	Director, Rhode Island Department of Business Regulation Same address

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
SOUTH CAROLINA	Secretary of State P.O. Box 11350 Columbia, SC 29211 803-734-2166	Same
SOUTH DAKOTA	South Dakota Department of Labor and Regulation Division of Insurance, Securities Regulation 124 S. Euclid Avenue, 2nd Floor Pierre, SD 57501 605-773-3563	Director of the South Dakota Division of Insurance Same Address
TEXAS	Secretary of State Statutory Documents Section P.O. Box 12887 Austin, TX 78711-2887 512-475-1769	Same
UTAH	Utah Department of Commerce Consumer Protection Division 160 East 300 South (P.O. Box 45804) Salt Lake City, UT 84145-0804 TELE: 801-530-6601 FAX:801-530-6001	Same
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising Tyler Building, 9th Floor 1300 E. Main Street Richmond, VA 23219 804-371-9733	Clerk of the State Corporation Commission Tyler Building, 1st Floor 1300 E. Main Street Richmond, VA 23219 804-371-9051

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501 360-902-8762	Director, Dept. of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501
WISCONSIN	Wisconsin Dept. of Financial Institutions Division of Securities 345 W. Washington Avenue, 4th Floor Madison, WI 53703 608-266-8557	Wisconsin Commissioner of Securities Same Address

EXHIBIT E

LIST OF COMPANY-OWNED RESTAURANTS

EXHIBIT E

LIST OF COMPANY-OWNED RESTAURANTS

The following is a list of our Affiliate -Owned Restaurants in the United States as of the Issuance Date:

California

Beyond Restaurant Group Irvine, LLC
Culver Plaza
15333 Culver Drive, Space #410
Irvine, CA 92604
Phone: 949-629-3875

Beyond Restaurant Group CA, LLC
211 Castro St.
Mountain View, CA 94041
Phone: 650-336-0058

Beyond Restaurant Group Riverview, LLC
55 River Oaks Place, Suite 30
San Jose, CA 95134
Phone: 408-912-2306

New York

Pokefresh NY LLC
63 W 37th Street
New York, NY 10018
Phone: (212) 575-8881

Pokéworks NY 2 LLC
117 E 41st. St.
New York, NY 10168
Phone: 646-653-9793

Pokéworks NY 3 LLC
21 East 15th Street
New York, NY 10003
Phone: 646-609-8848

Washington

Pokéworks Seattle, LLC
1200 Third Avenue, Suite 100
Seattle, WA 98101
Phone: 206-962-5123

Washington

Beyond Restaurant Group WA, LLC
222 Bellevue Way
Bellevue, WA 98004
Phone: 425-214-1182

British Columbia

Pokéworks Restaurant BC Limited
1021 West Hastings St. #150
Vancouver, BC V6E2E9
604-332-8898

EXHIBIT F

LIST OF FRANCHISEES

EXHIBIT F

LIST OF FRANCHISEES

The following is a list of our Franchisees in the United States as of December 31, 2020:

Open Pokéworks Restaurants

ADDRESS	CITY	STATE	ZIP	PHONE	FRANCHISEE
32371 Golden Lantern, STE D	Laguna Niguel	CA	92677	949-561-1400	Keith and Sri Divel*
50 Fremont St. #R2A	San Francisco	CA	94105	415-432-8898	Michael Ellis*
396 Post Road East #30	Westport	CT	06880	203-557-3063	William Cong/Bella Zhang*
14 Danbury Road #11	Wilton	CT	06897	860-989-0045	William Cong/Bella Zhang*
25 W. Mitchell Hammock Rd. #1371	West Hartford	CT	06110	860-521-8888	Sonny Chen*
1110 Vermont Ave NW	Washington	DC	20005	202-681-5776	Arturo Mei
45 W. Mitchell Hammock Road, Suite 1371	Oviedo	FL	32765	407-796-2148	Cristina Loth / Kevin McKenna / Verka Davidov*
2223 N Westshore Blvd #230B	Tampa	FL	33607	813-749-4136	John Anastasia
2734 E. Fowler Ave Ste C	Tampa	FL	33612	813 443 9975	John Anastasia*
20 North Orange Avenue	Orlando	FL	32801	407-930-0783	Cristina Loth
5160 Town Center Blvd #520	Peachtree Corners	GA	30092	678-825-2489	Ashlea Turner*
2980 Cobb Parkway Ste 172	Atlanta	GA	30339	678-426-8912	Victoria and Steven Moy*
2007 W Tea Olive Lane	Coeur D'Alene	ID	83815	208-771-7180	Greg and Jillian Rowley*
1101 Airport Road	Bloomington	IL	61704	309-807-9402	Empire Buds LLC
3413 Veterans Memorial Blvd., #1119	Metairie	LA	70002	504-218-5352	Dung Vu*
433 Brookline Ave.	Boston	MA	02215	617-277-0012	Jason Sugarman
1440 Massachusetts Ave.*	Cambridge	MA	02138	617-441-2999	Brett Sigworth & Lloyd Sugarman*
261 Elm St	Somerville	MA	02144	617-996-1198	Lloyd Sugarman / Brett Sigworth*
11580 Old Georgetown Road	North Bethesda	MD	20852	301-770-8900	Arturo Mei*
716 West Big Beaver Road	Troy	MI	48084	248-862-6288	Louay Atisha*

ADDRESS	CITY	STATE	ZIP	PHONE	FRANCHISEE
122 W. Main Street	Durham	NC	27701	919-973-3372	Andy Lee*
10351 Pacific Street #18	Omaha	NE	68114	402-810-9659	Jian Hao Cai*
1 Garden State Plaza Blvd FC-9	Paramus	NJ	07652	201-712-1700	Hayk Minasian*
258 7th Avenue	Brooklyn	NY	11215	716-404-3080	Michael Pennartz / Oleg Rudd*
169 Bedford Ave.	Brooklyn	NY	11211	718-388-3121	Jamal Alokasheh
61-24 190th Street	Fresh Meadows	NY	11365	347-475-0444	Alvin Zhang
8285 Jericho Turnpike #8	Woodbury	NY	11797	516-224-4405	Alvin Zhang
213 Thayer Street	Providence	RI	02906	781-858-0280	Lloyd Sugarman / Brett Sigworth*
4447 Kingston Pike	Knoxville	TN	37919	865-262-8800	Shawn Comerford*
8041 Walnut Hill Lane, Suite 812	Dallas	TX	75231	469-677-6880	Huong Tran
1318 George Dieter Drive	El Paso	TX	79936	915-317-3020	Jesus Reza*
6951 N. Mesa	El Paso	TX	79912	915-727-9629	Jesus Reza*
213 Heights Blvd	Houston	TX	77007	713-791-8743	Jay Gerber*
2055 Westheimer Blvd, Suite 100*	Houston	TX	77098	281-761-9083	Chris Lav*
21788 Katy Freeway, Suite 700	Katy	TX	77449	281-206-7160	Chris Lav
2630 Pearland Parkway, Suite 110	Pearland	TX	77581	713-596-5232	Jay Gerber*
15900 La Cantera Parkway, Suite 110	San Antonio	TX	78256	210-877-9999	Dania Sapien*
1041 W. Bay Area Blvd.	Webster	TX	77598	713-528-2509	Jay Gerber*
1609 South Post Oak Lane	Houston	TX	77056	832-831-6169	Christopher Lav*
8505 Main St Unit 150	Houston	TX	77025	281-888-5381	Christopher Lav*
170 Century Square Drive, Suite 11	College Station	TX	77840	979-485-5300	Kaushik Paul*
1920 E Riverside Drive, Suite 110	Austin	TX	78741	512-551-9512	Marcos Blanco Nunes
746 S Central Expy, #110	Richardson	TX	75080	469-872-0159	Huoung Tran*
3651 Welayan St, #102	Houston	TX	77046	713-714-8349	Christopher Lav*

ADDRESS	CITY	STATE	ZIP	PHONE	FRANCHISEE
4221 John Marr Dr.	Annandale	VA	22003	571-830-6118	Arturo Mei*
7933L Tysons Corner Center, Suite F12L	Tysons Corner	VA	22102	703-639-0898	David Tzong*
14385 Newrbok Drive, #201	Chantilly	VA	20151	703-817-2500	David Tzong*
40 Church St	Burlington	VT	05401	802-658-1818	Poke Burlington VT LLC
17000F W. Bluemound Road	Brookfield	WI	53005	262-439-9354	Andrew Wick

*** Indicates Multiple Unit Developer**

Pokéworks Restaurants With A Franchise Agreement and Identified Outlet Location That Were Not Yet Opened As Of December 31, 2020

Address	City	State	Zip	Telephone	Franchisee
Not yet identified.	Tempe	AZ		602-538-7411	Muhammed Shubair & Allen Underwood*
Not yet identified.	Los Angeles	CA		310-525-6855	Alireza Motjtahedi & Kiana Shahrivari*
330 West 34th Street	New York	NY	10001	917-859-0199	Albert Yeh
423 Cedar Buff	Knoxville	TN	37923	954-205-4515	April & Shawn Comerford*
416 11th Avenue	Nashville	TN	37203	360-930-2706	Rajkaran Chhina*
2626 Howell Street	Dallas	TX	75204	512-586-8731	Ali Ghandour and Mohamed Fawal*
Not yet identified.	Dallas	TX		713-852-7233	Sam Banks*
2514 Rice Boulevard	Houston	TX	77005	281-761-9083	Chris Lav, Henry Lav*
Not yet identified.	Houston	TX		281-300-4593	Anton Shanar*
5401 N 10th Street	McAllen	TX	78504	856-800-0474	Juan Garza and Augustin Guzman*
9595 Six Pines Drive	Spring	TX	77380	832-969-3096	Kaushik Paul/Vivek Keswani*
Not yet identified.	Redmond	WA		253-861-9682	Bo-Hyun Amy Kin-Ha, Alexander Ha, Sang Ae Kim, and Suk Am Kim*

*** Indicates Multiple Unit Developer**

EXHIBIT G

STATE SPECIFIC ADDENDA

ADDENDUM TO

BEYOND FRANCHISE GROUP, LLC

FRANCHISE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA

If you are a resident of or your Pokéworks Restaurant will be located in any of the states listed below, the following information may apply to you.

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

3. The Franchise Agreement and Multiple Unit Development Agreement provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

4. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

5. The Franchise Agreement and Multiple Unit Development Agreement contain a covenant not to compete which extends beyond the termination of the Franchise and indemnification for the indemnitees' own negligence and strict liability. These provisions may not be enforceable under California law.

6. Neither we nor any officer identified in Item 2 of this Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A 78a et seq., suspending or expelling such persons from membership in such association or exchange.

7. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement or Multiple Unit Development Agreement restricting venue to a forum outside the State of California.

8. The Franchise Agreement and Multiple Unit Development Agreement require the application of the laws of Delaware. This provision may not be enforceable under California law.

9. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

10. You must sign a general release if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under **the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).**

11. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF BUSINESS OVERSIGHT NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

12. 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.

FOR THE STATE OF FLORIDA

Total Investment

We do not know the amount of the total required investment in a Franchised Store over the term of the franchise. We do not request, obtain or receive this information from franchisees. We refer you to Item 7 for the known initial investment. Additional capital investments in the Franchised Store will be necessary over the term of the franchise to maintain the Franchised Store according to the System.

FOR THE STATE OF HAWAII

1. THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

2. THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, 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, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

3. THIS DISCLOSURE DOCUMENT CONTAINS 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 THE FRANCHISEE.

4. THE AUDITED FINANCIAL STATEMENT OF THE FRANCHISOR INDICATE A DEFICIT OF $2,068,428. AS A RESULT, THE STATE OF HAWAII HAS IMPOSED A DEFERRAL OF THE PAYMENT OF ALL INITIAL FEES AND DEPOSITS OWED TO FRANCHISOR OR ITS AFFILIATES BY FRANCHISEE UNTIL ALL INITIAL OBLIGATIONS OWED TO FRANCHISEE UNDER THE FRANCHISE AGREEMENT HAVE BEEN FULFILLED BY FRANCHISOR AND FRANCHISEE HAS COMMENCED DOING BUSINESS.

5. Items 5 and 7 of the Disclosure Document are amended to state that the Initial Franchise Fees payable when you sign the Franchise Agreement and the fees payable when you sign the Multiple Unit Development Agreement, as well as all other fees and deposits payable to our Affiliates, are deferred until you open each Pokéworks Restaurant you commit to develop for business.

FOR THE STATE OF ILLINOIS

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Illinois:

1. Illinois law governs the Franchise Agreement.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

4. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

5. Items 5 and 7 of the Disclosure Document are amended to disclose that the payment of the Initial Franchise Fees under the Franchise Agreement and the Development Fees under the Multiple Unit Development Agreement are deferred until the opening of Store and its commencement of business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

FOR THE STATE OF MARYLAND

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Maryland. This also applies to non-residents of Maryland who will operate a Pokéworks franchise in the State of Maryland.

1. Item 17 is amended to provide that:

   a. The general release required as a condition of renewal and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

   b. The Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

   c. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

   d. The provision in the Franchise Agreement that provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

2. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, Item 5 is amended to provide that all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

FOR THE STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

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

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

(C) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

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

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

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

(G) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

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

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

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

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

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

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE DEPARTMENT, 670 LAW BLDG., LANSING, MICHIGAN 48913, (517) 373-7117.

FOR THE STATE OF MINNESOTA

Minnesota statute §80C14 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of jurisdiction.

Minnesota statute §80C14 provides: It shall be deemed unfair and inequitable for any person to:

(A) Terminate or cancel a franchise without first giving written notice setting forth all the reasons for the termination or cancellation to the Franchisee at least 90 days in advance of termination or cancellation, and the recipient of a notice fails to correct the reasons

stated for cancellation or termination within 60 days within receipt of the notice, except that the notice shall be effective immediately upon receipt where the alleged grounds are:

(i) Voluntary abandonment of the franchise relationship by the Franchisee;

(ii) The conviction of the Franchisee of an offense directly related to the business conducted pursuant to the franchise; or

(iii) Failure to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the Franchisor's trade name, Trademark, service mark, logotype or other commercial symbol after the Franchisee has received written notice to cure of at least 24 hours in advance thereof;

(B) Terminate or cancel a franchise except for good cause. "Good cause" shall be failure by the Franchisee substantially to comply with reasonable requirements imposed upon him by the franchise including, but not limited to:

(i) The bankruptcy or insolvency of the Franchisee;

(ii) Assignment for the benefit of creditors or similar disposition of the assets of the franchise business;

(iii) Voluntary abandonment of the franchise business;

(iv) Conviction or a plea of guilty or no contest to a charge of violating any law relating to the franchise business; or

(v) Any act by, or conduct of, the Franchisee which materially impairs the goodwill associated with the Franchisor's Trademark, trade name, service mark, logotype or other commercial symbol.

(C) Unless the failure to renew the franchise is for good cause as defined in clause (B), Franchisor may not fail to renew a franchise unless (i) the Franchisee has been given written notice of the intention not to renew at least 180 days in advance thereof and (ii) has been given an opportunity to operate the franchise over a sufficient period of time to enable the franchisee to recover the fair market value of the franchise as a going concern measured from the date of the failure to renew. No franchisor may refuse to renew a franchise if the refusal is for the purpose of converting the franchisee's business premises to an operation that will be owned by the franchisor for its own account.

A franchisor may not unreasonably withhold consent to an assignment, transfer, or sale of the franchise where the assignee meets the present qualifications and standards required of other franchisees.

Item 13 is modified as follows: The Minnesota Department of Commerce requires that a Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the Trademark infringes Trademark rights of the third party. The Company does not indemnify against the consequences of the Franchisee's

use of the Company's Trademark except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, the Franchisee must provide notice to the Company of any such claim within 10 days and tender the defense of the claim to the Company. If the Company accepts the tender of defense, the Company has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

Item 17 is amended to provide that you shall not be required to assent to a general release, and that liquidated damages are generally not permitted under Minnesota law.

FOR THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

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 the "Summary" sections of Item 17(c), titled "**Requirements for you to renew or extend**," and Item 17(m), entitled "**Conditions for our 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.

4. 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.

5. 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.

FOR THE STATE OF NORTH DAKOTA

The following provisions apply to all franchises offered and sold in the State of North Dakota, and supersede contrary disclosures in this Disclosure Document and contrary provisions in the Franchise Agreement and Multiple Unit Development Agreement:

a. After an examination of the financial statements of the Franchisor, the State of North Dakota Securities Department requires us to provide financial assurance regarding performance of our obligations to you before you open your Store. Items 5 and 7 of the Disclosure Document are amended to disclose that the payment of the Initial Franchise Fees under the Franchise Agreement and the Development Fees under the Multiple Unit Development Agreement are deferred until the opening of Store and its commencement of business.

b. Item 17(c) of the Disclosure Document and Section 2.2 of the Franchise Agreement are amended to provide that no release shall be required to be signed by the Franchisee as a condition of the renewal of the Franchise Agreement.

c. Item 17 (i) of the Disclosure Document and Section 16.16 of the Franchise Agreement are amended to delete the requirement that the Franchisee consent to pay termination fees or liquidated damages, as such provisions are not enforceable in North Dakota. Franchisor may pursue its claims for damages available under North Dakota law arising from your breach and our termination of the Franchise Agreement.

d. Item 17(w) of the Disclosure Document, Section 16.2 of the Franchise Agreement and Paragraph XVIII of the Multiple Unit Development Agreement are amended to delete the selection of Delaware law to govern the agreement or the relationship between the parties.

e. Sections 6 (j), 16.14(f), 16.14(h), and 16.15 of the Franchise Agreement, Paragraph XXI of the Multiple Unit Development Agreement and this Disclosure Document are amended to provide that the Franchisee shall not be required to waive trial by jury or consent to a waiver of exemplary or punitive damages.

f. Covenants not to compete, described in Item 17(r), and set forth in Section 15.1 of the Franchise Agreement and Section XI of the Multiple Unit Development Agreement, are generally considered unenforceable in the State of North Dakota.

g. The State of North Dakota requires that arbitration and mediation be conducted at a location that is not remote from the franchisee's place of business, contrary to Section 16.14 of the Franchise Agreement and Paragraph XXI of the Multiple Unit Development Agreement. Courts interpreting similar requirements in other states have ruled that the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.*, preempts such requirements. The Franchise Agreement and Multiple Unit Development Agreement both state that the Federal Arbitration Act governs dispute resolution.

h. Section 16.14 of the Franchise Agreement is amended to delete the one year limitation on claims to be filed for arbitration. All such claims will be subject to the applicable statute of limitations under North Dakota law.

FOR THE STATE OF RHODE ISLAND

Item 17 is amended to state that section 19-28-1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

FOR THE STATE OF SOUTH DAKOTA

Any provision in a Franchise Agreement which designates jurisdiction or venue in a forum outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota.

Any provision in a Franchise Agreement that states the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages or any provision that

provides that parties waive their right to a jury trial may not be enforceable under South Dakota law.

After an examination of the financial statements of the Franchisor, the State of South Dakota Department of Labor and Regulation requires us to provide financial assurance regarding performance of our obligations to you before you open your Store. We have elected to defer payment of initial franchise fees and development fees until your Store opens and you have commenced business.

FOR THE STATE OF VIRGINIA

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Virginia:

1. The following is added to Item 17(h):

   (a) Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act (the "Virginia Act"), it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement and/or the Development Agreement do not constitute reasonable cause, as that term may be defined in the Virginia Act or the laws of Virginia, that provision may not be enforceable.

2. The franchisee will be required to make an estimated initial investment ranging from $259,000 to $1,960,500. This amount exceeds the franchisor's members' equity deficit as of December 31, 2020, which is a negative $2,068,428. Item 5 the Disclosure Document is amended to state: "The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement." Deferral applies to initial franchise fees payable under Franchise Agreements and development fees payable under Multi-Unit Development Agreements.

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.

The State of Washington Department of Financial Institutions, Securities Division has required us to provide certain financial assurance.

FOR THE STATE OF WISCONSIN

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Wisconsin.

1. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF THE STATE OF WISCONSIN.

2. The following applies to Franchise Agreements in the State of Wisconsin:

(a) The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 (the Act), shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.

(b) The Act's requirements that Franchisor must provide franchisee at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. This notice will state all the reasons for termination, cancellation or substantial change in competitive circumstances and will provide that franchisee has 60 days in which to cure any claimed deficiency. If the deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation or substantial change in competitive circumstances is nonpayment of sums due under the franchise, franchisee will have 10 days to cure the deficiency.

ADDENDUM TO THE POKÉWORKS FRANCHISE AGREEMENT FOR THE STATE OF CALIFORNIA

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. The California Franchise Relations Act, Business and Professions Code Sections 20000 to 20043, provides you with certain rights on termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

2. California Corporations Code, Section 31125 requires us to give you a disclosure document approved by the Department of Corporations prior to solicitation of a proposed material modification of an existing franchise.

3. Our right to terminate pursuant to Section 9.4(b) of the Franchise Agreement if Franchisee commences bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C.A. 101 et seq.).

4. Sections 5.3, 8.1, 9.6, and 15.5 of the Franchise Agreement contain liquidated damages clauses. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

5. California law may not enforce the choice of Delaware law provision in Section 16.2 of the Franchise Agreement.

6. California Business and Professions Code Sections 20000 through 20043 ("CFRA") provide rights to the franchisee concerning termination and non-renewal of the franchise. If the Franchise Agreement is inconsistent with this law, the law will control.

7. Notwithstanding any other provision of the Franchise Agreement to the contrary, we may terminate the Franchise Agreement without the right to cure as provided in Section 20021 of CFRA.

8. We reserve the right to notify you at the time we terminate the Franchise Agreement that we will not enforce the post-termination covenant in Section 15.1 and will then have no obligation to purchase any inventory from you under Section 20022 of CFRA.

9. Notwithstanding any other provision of the Franchise Agreement to the contrary, we shall exercise the right to terminate the Franchise Agreement in accordance with CFRA Section 20020.

10. You acknowledge your obligation to provide us with notice of transfer, sale or assignment under CFRA Section 20029.

11. The Franchise Agreement requires you to execute a general release in certain circumstances. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043)

12. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of California.

13. You acknowledge that the Franchise Agreement and all related agreements between you and us are not consumer contracts and are not within the scope of California Civil Code Section 1632. You confirm and agree that all contract negotiations and discussions between us and you have been conducted in the English language and no other language.

(Signatures Appear on Following Page)

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

FRANCHISEE

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

ADDENDUM TO THE POKÉWORKS FRANCHISE AGREEMENT AND MULTIPLE UNIT DEVELOPMENT AGREEMENT FOR THE STATE OF HAWAII

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Franchise Agreement [and that certain Multiple Unit Development Agreement dated _____] that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement [and the Multiple Unit Development Agreement]:

1. Notwithstanding Section 8.1 and Schedule A of the Franchise Agreement, the Initial Franchise Fee shall be payable when you open the Store and we have fulfilled all of our pre-opening obligations to you under the Franchise Agreement.

2. You acknowledge that your failure to pay the Initial Franchise Fee when due is a material default under the Franchise Agreement and the we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee.

3. Notwithstanding Section III B of the Multiple Unit Development Agreement, no Initial Franchise Fee or any portion thereof will be due and payable until the Franchised Restaurant opens for business and we have fulfilled all of our pre-opening obligations to you under the Franchise Agreement for that Franchised Restaurant.

4. You acknowledge that your failure to pay the Initial Franchise Fee when due for a Franchised Restaurant developed under a Multiple Unit Development Agreement is a material default under its Franchise Agreement and the Multiple Unit Development Agreement, and the we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee. In addition, you will have no right to proceed with developing other Franchised Restaurants, and our obligation to provide services and approvals to under the Multiple Unit Development Agreement, shall be suspended until we receive the Initial Franchise Fee then due. No such failure to pay the Initial Franchise Fee when due and the resulting suspension of our performance shall extend any deadline for your performance under the Multiple Unit Development Agreement.

5. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement [and the Multiple Unit Development Agreement] for the State of Hawaii.

(Signatures Appear on Following Page)

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

FRANCHISEE

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

ADDENDUM TO THE POKÉWORKS FRANCHISE AGREEMENT FOR THE STATE OF ILLINOIS

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Illinois law governs the Franchise Agreement.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. Section 16.15 of the Franchise Agreement is hereby deleted.

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

6. Notwithstanding Section 8.1 and Schedule A of the Franchise Agreement, payment of the Initial Franchise and Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

7. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Illinois.

(Signatures Appear on Following Page)

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

FRANCHISEE

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

ADDENDUM TO THE POKÉWORKS FRANCHISE AGREEMENT FOR THE STATE OF INDIANA

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Franchise Agreement without good cause or in bad faith, good cause being defined therein as a material breach of the Franchise Agreement, shall supersede the provisions of Section 13 of the Franchise Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

2. Sections 9.6 and 15.5 are modified by adding the following to the end thereof:

> "Notwithstanding the foregoing provisions of this Section to the contrary, in the event that liquidated damages are prohibited by applicable state law, Franchisor may seek such damages in a court of proper jurisdiction."

3. Section 16.2 is deleted in its entirety and replaced with the following:

> "This Franchise Agreement and any claims arising under it or in relation to it or to the relationships between the parties shall be governed, construed, interpreted and enforced by and under the laws of the State of Indiana."

4. The second and third sentences of Section 16.14(e) are hereby deleted in their entirety and replaced with the following:

> "However, arbitration will not be used for any dispute which involves Franchisee's continued usage of any of the Marks or the System, business concept or any issue involving injunctive relief against Franchisee. With respect to any claims, controversies or disputes which are not finally resolved through mediation or as otherwise provided above, Franchisor, Franchisee, and owners hereby irrevocably submit themselves to the jurisdiction of the state and federal courts located in Indiana having subject matter jurisdiction of the claim, and hereby waive all objections to personal jurisdiction for the purpose of carrying out this provision. Franchisee and owners hereby agree that service of process may be made upon any of them in any proceeding relating to or arising out of this Franchise Agreement or the relationship created by this Franchise Agreement by any means allowed by the laws and

applicable rules of procedure of the United States, the State of Indiana, the state of residence of the Franchisee or owner, or the state in which the Hotel is located."

5. Section 16.15 of the Franchise Agreement is hereby deleted.

6. No release language set forth in the Franchise Agreement shall require a party to release any claim arising under Indiana franchise law.

All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Indiana.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

FRANCHISEE

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

ADDENDUM TO THE POKÉWORKS FRANCHISE AGREEMENT FOR THE STATE OF MARYLAND

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by each franchisee shall be deferred until the franchisor completes its pre-opening obligations under its Franchise Agreement.

2. Our right to terminate pursuant to Section 9.4(b) of the Franchise Agreement if you commence bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C.A. 101 et seq.).

3. Any general release required as a condition of renewal, sale, and/or assignment or transfer of the Store or the Franchise Agreement shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

5. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

6. 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.

7. Schedule J of the Franchise Agreement is amended to include the following statement:

> "All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

6. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Maryland.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

FRANCHISEE

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

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

(A) THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THE FRANCHISE AGREEMENT, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

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

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

(D) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

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

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

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

(H) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

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

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

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

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

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

(Signatures Appear on Following Page)

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

FRANCHISEE

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

ADDENDUM TO THE POKÉWORKS FRANCHISE AGREEMENT FOR THE STATE OF MINNESOTA

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Liquidated damages are prohibited by law in the State of Minnesota and, therefore, Section 15.5 of the Franchise Agreement is deleted in its entirety and replaced with the following:

> "If this Franchise Agreement terminates prior to the Expiration Date, such termination will cause substantial damages to Franchisor. Franchisee therefore agrees that if the Franchise Agreement is terminated, Franchisee will be liable to Franchisor for damages and losses Franchisor suffers from such early termination. Franchisee agrees to remain liable for all obligations and claims under the Franchise Agreement, including obligations surviving termination of the Franchise Agreement, and other damages suffered by Franchisor arising out of Franchisee's breach or default. At the time of such termination of the Franchise Agreement, Franchisee agrees to pay to Franchisor upon demand compensation for all damages, losses, costs and expenses (including reasonable attorney's fees) incurred by Franchisor and/or amounts which would have otherwise been payable for and during the remainder of the unexpired term of the Franchise Agreement but for such termination."

2. The following language is added to the end of Section 16.14(e) of the Franchise Agreement:

> "Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota. Nothing in the Franchise Agreement or Franchise Disclosure Document can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, 2087, Chapter 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of Minnesota."

3. Section 16.15 of the Franchise Agreement is hereby deleted.

4. Notwithstanding anything to the contrary in the Franchise Agreement, no release language in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.

5. Nothing in the Franchise Agreement shall in any way abrogate or reduce any rights of Franchisee as provided for in the Minnesota Statutes, Chapter 80C. Minnesota Statutes §80C.14, subdivisions 3, 4 and 5 require that Franchisee be given at least 90 days written notice in advance of termination (with 60 days to cure) and 180 days written notice for non-renewal of the Franchise Agreement, except that the notice shall be effective immediately for certain grounds.

6. We will protect the Franchisee's right to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit, or demand regarding the use of the name.

7. Any limitations on claims is amended to conform to Minnesota Statutes, Section 80C.12, subdivision 1(g).

All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Minnesota.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

FRANCHISEE

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

ADDENDUM TO THE POKÉWORKS FRANCHISE AGREEMENT FOR THE STATE OF NEW YORK

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Section 16.15 and Section 16.14(h) of the Franchise Agreement are amended by adding the following sentence at the end of each Section:

> "However, that all rights arising in Franchisee's 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."

2. Section 16.2 of the Franchise Agreement is amended by adding the following sentence at the end of the Section:

> "The foregoing choice of law should not be considered a waiver of any right conferred upon Franchisee by the General Business Law of the State of New York, Article 33."

3. Notwithstanding anything to the contrary in the Franchise Agreement, you shall be permitted to terminate the Franchise Agreement upon any grounds available by law.

All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of New York.

(Signatures Appear on Following Page)

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

FRANCHISEE

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

ADDENDUM TO THE POKÉWORKS FRANCHISE AGREEMENT FOR THE STATE OF NORTH DAKOTA

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Any provision of the Franchise Agreement which designates jurisdiction or venue or requires Franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is deleted from the Franchise Agreement. However, the Franchise Agreement provides for arbitration outside North Dakota to be governed by the Federal Arbitration Act.

2. Liquidated damages are prohibited by law in the State of North Dakota and, therefore, the third and fourth sentences of Section 16.16 of the Franchise Agreement are deleted in their entirety and replaced with the following:

> "If this Franchise Agreement terminates prior to the and of the Term, such termination will cause substantial damages to Franchisor. Franchisee therefore agrees that if the Franchise Agreement is terminated, Franchisee will be liable to Franchisor for damages and losses Franchisor suffers from such early termination. Franchisee agrees to remain liable for all obligations and claims under the Franchise Agreement, including obligations surviving termination of the Franchise Agreement, and other damages suffered by Franchisor arising out of Franchisee's breach or default. At the time of such termination of the Franchise Agreement, Franchisee agrees to pay to Franchisor upon demand compensation for all damages, losses, costs and expenses (including reasonable attorney's fees) incurred by Franchisor and/or amounts which would have otherwise been payable for and during the remainder of the unexpired term of the Franchise Agreement but for such termination."

3. Section 16.15 of the Franchise Agreement is hereby deleted.

4. After an examination of the financial statements of the Franchisor, the State of North Dakota Securities Department requires us to provide financial assurance regarding performance of our obligations to you before you open your Store. Notwithstanding Section 8.1 and Schedule A of the Franchise Agreement, the Initial Franchise Fee shall be payable when you open the Store and we have fulfilled all of our pre-opening obligations to you under the Franchise Agreement.

5. You acknowledge that your failure to pay the Initial Franchise Fee when due is a material default under the Franchise Agreement and the we can suspend providing services to

you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee.

6. You acknowledge that your failure to pay the Initial Franchise Fee when due for a Franchised Restaurant developed under a Multiple Unit Development Agreement is a material default under its Franchise Agreement and the Multiple Unit Development Agreement, and the we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee. In addition, you will have no right to proceed with developing other Franchised Restaurants, and our obligation to provide services and approvals to under the Multiple Unit Development Agreement, shall be suspended until we receive the Initial Franchise Fee then due. No such failure to pay the Initial Franchise Fee when due and the resulting suspension of our performance shall extend any deadline for your performance under the Multiple Unit Development Agreement.

7. The laws of the State of North Dakota supersede any provisions of the Franchise Agreement, the other agreements, or Delaware law if such provisions are in conflict with North Dakota law.

8. The (i) covenant not to compete in Section 15.1, and (ii) one year limitation period in Section 16.14(b), of the Franchise Agreement are not enforceable in North Dakota.

9. Notwithstanding anything to the contrary in the Franchise Agreement, no release language in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.

10. Sections 5.3, 8.1, 9.6, and 15.5 of the Franchise Agreement specify liquidated damages. Under North Dakota law, liquidated damages clauses are unenforceable.

All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of North Dakota.

(Signatures Appear on Following Page)

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

FRANCHISEE

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

ADDENDUM TO THE POKÉWORKS FRANCHISE AGREEMENT FOR THE STATE OF RHODE ISLAND

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Rhode Island.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

FRANCHISEE

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

ADDENDUM TO THE POKÉWORKS FRANCHISE AGREEMENT FOR THE STATE OF SOUTH DAKOTA

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Notwithstanding anything in Section 9 to the contrary, if you fail to meet performance and quality standards or fail to make any payments under the Franchise Agreement, you shall be afforded thirty (30) days written notice with an opportunity to cure the default before termination.

2. Section 16.2 of the Franchise Agreement is amended by adding the following sentence at the end of the Section:

> "The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, this agreement and all provisions of this instrument will be and remain subject to the applications, construction, enforcement and interpretation under the governing law of the State of Delaware."

3. Section 16.14 of the Franchise Agreement is amended by adding the following sentence at the end of the Section:

> "Any provision which designates jurisdiction or venue or requires Franchisee to agree to jurisdiction or venue in a forum outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota."

4. Section 16.15 of the Franchise Agreement is hereby deleted.

5. The following provision shall be added to the end of Section 16.5 of the Franchise Agreement:

> "Pursuant to SDCL 37-5B, any acknowledgment provision, disclaimer or integration clause or a provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentation or action that would violate this chapter or a rule or order under this chapter."

6. Any provision of the Franchise Agreement that provides that the parties waive their rights to claim punitive, exemplary, incidental, indirect, special or consequential damages may not be enforceable under South Dakota law.

7. After an examination of the financial statements of the Franchisor, the State of South Dakota Department of Labor and Regulation requires us to provide financial assurance regarding performance of our obligations to you before you open your Store. We have elected to defer payment Initial Franchise Fees as provided below.

8. Notwithstanding Section 8.1 and Schedule A of the Franchise Agreement, the Initial Franchise Fee shall be payable when you open the Store and we have fulfilled all of our pre-opening obligations to you under the Franchise Agreement.

9. You acknowledge that your failure to pay the Initial Franchise Fee when due is a material default under the Franchise Agreement and the we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee.

10. You acknowledge that your failure to pay the Initial Franchise Fee when due for a Franchised Restaurant developed under a Multiple Unit Development Agreement is a material default under its Franchise Agreement and the Multiple Unit Development Agreement, and the we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee. In addition, you will have no right to proceed with developing other Franchised Restaurants, and our obligation to provide services and approvals to under the Multiple Unit Development Agreement, shall be suspended until we receive the Initial Franchise Fee then due. No such failure to pay the Initial Franchise Fee when due and the resulting suspension of our performance shall extend any deadline for your performance under the Multiple Unit Development Agreement.

11. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of South Dakota.

(Signatures Appear on Following Page)

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

FRANCHISEE

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

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE VIRGINIA RETAIL FRANCHISING ACT

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act (the "Virginia 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 do not constitute reasonable cause, as that term may be defined in the Virginia Act or the laws of Virginia, that provision may not be enforceable.

2. Section 8.1 of the Franchise Agreement is amended to state: "The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the Initial Franchise Fee and other initial payments owed by Franchisee to the Franchisor until the Franchisor has completed its pre-opening obligations under the Franchise Agreement."

3. You acknowledge that your failure to pay the Initial Franchise Fee when due is a material default under the Franchise Agreement and the we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee.

4. You acknowledge that your failure to pay the Initial Franchise Fee when due for a Franchised Restaurant developed under a Multiple Unit Development Agreement is a material default under its Franchise Agreement and the Multiple Unit Development Agreement, and the we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee. In addition, you will have no right to proceed with developing other Franchised Restaurants, and our obligation to provide services and approvals to under the Multiple Unit Development Agreement, shall be suspended until we receive the Initial Franchise Fee then due. No such failure to pay the Initial Franchise Fee when due and the resulting suspension of our performance shall extend any deadline for your performance under the Multiple Unit Development Agreement.

5. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Virginia.

(Signatures Appear on Following Page)

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR:

BEYOND FRANCHISE GROUP, LLC

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

FRANCHISEE:

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

ADDENDUM TO THE POKÉWORKS FRANCHISE AGREEMENT FOR THE STATE OF WASHINGTON

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

2. 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.

3. 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.

4. 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.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. 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.

7. 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.

8. The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business.

[*Signature page follows.*]

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

FRANCHISEE

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

ADDENDUM TO THE POKÉWORKS FRANCHISE AGREEMENT FOR THE STATE OF WISCONSIN

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 (the "Act"), shall apply to and govern the provisions of the Franchise Agreement.

2. The Act's requirements, including that in **certain circumstances** a Franchisee receive ninety (90) day notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the provisions of Section 29 of the Franchise Agreement to the extent they may be inconsistent with the Act's requirements.

All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Wisconsin.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

FRANCHISEE

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

SIGNATURE BLOCK FOR RESIDENTS OF THE STATE OF IOWA

IN WITNESS WHEREOF, each of the parties hereto has caused this Franchise Agreement to be executed by its duly authorized representative as of the date first above written.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Franchisee:

Witnesses:

_____
Signature – Witness as to

Name Printed: _____

By: _____

Name Printed: _____

Title: _____

Date: _____

_____
Signature – Witness as to

Name Printed: _____

By: _____

Name Printed: _____

Title: _____

Date: _____

Witness:

_____
Signature – Witness as to

Name Printed: _____

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

By: _____

Name: _____

Title: _____

Date: _____

FOR RESIDENTS OF THE STATE OF IOWA

IOWA NOTICE OF CANCELLATION

Copy 1

The BEYOND FRANCHISE GROUP, LLC Franchise Agreement, signed _____, 2018

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller of if the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Beyond Franchise Group, LLC, 220 Technology Drive, Suite 120, Irvine, CA 92618, Attention: Michael Wu, not later than midnight of _____ (date).

I hereby cancel this transaction.

Buyer's Signature: _____

Date: _____

IOWA NOTICE OF CANCELLATION

Copy 2

The Beyond Franchise Group, LLC Franchise Agreement, signed _____, 2018

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller of if the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Beyond Franchise Group, LLC, 220 Technology Drive, Suite 120, Irvine, CA 92618, Attention: Michael Wu, not later than midnight of _____ (date).

I hereby cancel this transaction.

Buyer's Signature: _____

Date: _____

ADDENDUM TO THE POKÉWORKS MULTIPLE UNIT DEVELOPMENT AGREEMENT FOR THE STATE OF CALIFORNIA

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Multiple Unit Development Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Multiple Unit Development Agreement:

1. The California Franchise Relations Act, Business and Professions Code Sections 20000 to 20043, provides you with certain rights on termination or non-renewal of a franchise. If the Multiple Unit Development Agreement contains a provision that is inconsistent with the law, the law will control.

2. California Corporations Code, Section 31125 requires us to give you a disclosure document approved by the Department of Corporations prior to solicitation of a proposed material modification of an existing franchise.

3. Our right to terminate pursuant to Section VII of the Multiple Unit Development Agreement if Franchisee commences bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C.A. 101 et seq.).

4. California law may not enforce the choice of Delaware law provision in Section 16.2 of the Franchise Agreement.

5. California Business and Professions Code Sections 20000 through 20043 ("CFRA") provide rights to the franchisee concerning termination and non-renewal of the franchise. If the Multiple Unit Development Agreement is inconsistent with the law, the law will control.

6. Notwithstanding any other provision of the Franchise Agreement to the contrary, we may terminate the Multiple Unit Development Agreement without the right to cure as provided in Section 20021 of CFRA.

7. We reserve the right to notify you at the time we terminate the Multiple Unit Development Agreement that we will not enforce the post-termination covenant in Section VIII(B)(4)(a) and will then have no obligation to purchase any inventory from you under Section 20022 of CFRA.

8. Notwithstanding any other provision of the Multiple Unit Development Agreement to the contrary, we shall exercise the right to terminate the Multiple Unit Development Agreement in accordance with CFRA Section 20020.

9. You acknowledge your obligation to provide us with notice of transfer, sale or assignment under CFRA Section 20029.

10. The Multiple Unit Development Agreement requires you to execute a general release in certain circumstances. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchisee to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043)

11. All other rights, obligations, and provisions of the Multiple Unit Development Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Multiple Unit Development Agreement for the State of California.

12. You acknowledge that the Multiple Unit Development Agreement and all related agreements between you and us are not consumer contracts and are not within the scope of California Civil Code Section 1632. You confirm and agree that all contract negotiations and discussions between us and you have been conducted in the English language and no other language.

(Signatures Appear on Following Page)

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Multiple Unit Development Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

OPERATOR

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

ADDENDUM TO THE MULTIPLE UNIT DEVELOPMENT AGREEMENT PURSUANT TO THE ILLINOIS FRANCHISE DISCLOSURE ACT

This Addendum to the Multiple Unit Development Agreement by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor, and _____, a _____ ("you"), as operator, to amend and supplement that certain Multiple Unit Development Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Multiple Unit Development Agreement:

1. Illinois law governs the Multiple Unit Development Agreement and Franchise Agreement.

2. Section XXI of the Multiple Unit Development Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the franchise relationship, shall be commenced and maintained in the state courts of Illinois or the United States District Court for Illinois with the specific venue, in either court system, determined by appropriate jurisdiction and venue requirements.

3. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

6. Notwithstanding Section 8.1 and Schedule A of the Franchise Agreement, payment of Initial Franchise and Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

FRANCHISOR
BEYOND FRANCHISE GROUP, LLC

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

OPERATOR

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

ADDENDUM TO THE POKÉWORKS MULTIPLE UNIT DEVELOPMENT AGREEMENT FOR THE STATE OF INDIANA

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Multiple Unit Development Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Multiple Unit Development Agreement:

1. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Multiple Unit Development Agreement without good cause or in bad faith, good cause being defined therein as a material breach of the Multiple Unit Development Agreement, shall supersede the provisions of Section XV of the Multiple Unit Development Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

2. Section XVII is deleted in its entirety and replaced with the following:

> "This Multiple Unit Development Agreement and any claims arising under it or in relation to it or to the relationships between the parties shall be governed, construed, interpreted and enforced by and under the laws of the State of Indiana."

3. Section XXI amended by adding the following:

> "With respect to any claims, controversies or disputes which are not finally resolved through mediation or as otherwise provided above, You, us, and your owners hereby irrevocably submit themselves to the jurisdiction of the state and federal courts located in Indiana having subject matter jurisdiction of the claim, and hereby waive all objections to personal jurisdiction for the purpose of carrying out this provision. You and your owners hereby agree that service of process may be made upon any of them in any proceeding relating to or arising out of this Multiple Unit Development Agreement or the relationship created by this Multiple Unit Development Agreement by any means allowed by the laws and applicable rules of procedure of the United States, the State of Indiana, the state of residence of the Franchisee or any owner, or the state in which the Franchised Business is located."

4. No release language set forth in the Multiple Unit Development Agreement shall require a party to release any claim arising under Indiana franchise law.

All other rights, obligations, and provisions of the Multiple Unit Development Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Multiple Unit Development Agreement for the State of Indiana.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Multiple Unit Development Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

OPERATOR

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

ADDENDUM TO THE POKÉWORKS MULTIPLE UNIT DEVELOPMENT AGREEMENT FOR THE STATE OF MARYLAND

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Multiple Unit Development Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Multiple Unit Development Agreement:

1. Based upon the Franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the Franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the Multiple Unit Development Agreement opens.

2. Any general release required as a condition of renewal, sale, and/or assignment or transfer of the Store or the Multiple Unit Development Agreement shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. The Multiple Unit Development Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Registration and Disclosure Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

4. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

5. 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.

6. All other rights, obligations, and provisions of the Multiple Unit Development Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Multiple Unit Development Agreement for the State of Maryland.

[Signature page follows.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Multiple Unit Development Agreement.

FRANCHISOR
BEYOND FRANCHISE GROUP, LLC

By: _____
Name:

____ _____
Title: _____
Date: _____

OPERATOR

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

ADDENDUM TO THE MULTIPLE UNIT DEVELOPMENT AGREEMENT PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Multiple Unit Development Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Multiple Unit Development Agreement:

(A) THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THE MULTIPLE UNIT DEVELOPMENT AGREEMENT, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

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

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

(D) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

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

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

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

(H) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

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

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

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

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

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

(Signatures Appear on Following Page)

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Multiple Unit Development Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

OPERATOR

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

ADDENDUM TO THE POKÉWORKS MULTIPLE UNIT DEVELOPMENT AGREEMENT FOR THE STATE OF MINNESOTA

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Multiple Unit Development Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Multiple Unit Development Agreement:

1. The following language is added to the end of Section XXV of the Multiple Unit Development Agreement:

> "Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota. Nothing in the Multiple Unit Development Agreement or Franchise Disclosure Document can abrogate or reduce any of your rights as provided for in Minnesota Statutes, 2087, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of Minnesota."

2. Paragraph XVIII of the Multiple Unit Development Agreement (relating to waiver or a jury trial) is hereby deleted.

3. Notwithstanding anything to the contrary in the Multiple Unit Development Agreement, no release language in the Multiple Unit Development Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.

4. Nothing in the Multiple Unit Development Agreement shall in any way abrogate or reduce any of your rights as provided for in the Minnesota Statutes, Chapter 80C. Minnesota statutes §80C.14, subdivisions 3, 4 and 5 require that you be given at least 90 days written notice in advance of termination (with 60 days to cure) and 180 days written notice for non-renewal of the Multiple Unit Development Agreement, except that the notice shall be effective immediately for certain grounds.

All other rights, obligations, and provisions of the Multiple Unit Development Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Multiple Unit Development Agreement for the State of Minnesota.

(Signatures Appear on Following Page)

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Multiple Unit Development Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

OPERATOR

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

ADDENDUM TO THE POKÉWORKS MULTIPLE UNIT DEVELOPMENT AGREEMENT FOR THE STATE OF NEW YORK

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Multiple Unit Development Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Multiple Unit Development Agreement:

1. Section XVIII of the Multiple Unit Development Agreement is amended by adding the following sentence at the end of the Section:

> "However, that all rights 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."

2. Section XVIII of the Multiple Unit Development Agreement is amended by adding the following sentence at the end of the Section:

> "The foregoing choice of law should not be considered a waiver of any right conferred upon you by the General Business Law of the State of New York, Article 33."

3. Notwithstanding anything to the contrary in the Multiple Unit Development Agreement, you shall be permitted to terminate the Multiple Unit Development Agreement upon any grounds available by law.

All other rights, obligations, and provisions of the Multiple Unit Development Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Multiple Unit Development Agreement for the State of New York.

(Signatures Appear on Following Page)

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Multiple Unit Development Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

OPERATOR

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

ADDENDUM TO THE POKÉWORKS MULTIPLE UNIT DEVELOPMENT AGREEMENT FOR THE STATE OF NORTH DAKOTA

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Multiple Unit Development Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Multiple Unit Development Agreement:

1. Any provision of the Multiple Unit Development Agreement which designates jurisdiction or venue or requires you to agree to jurisdiction or venue in a forum outside of North Dakota is deleted from the Multiple Unit Development Agreement. However, the Multiple Unit Development Agreement provides in Paragraph XXI for arbitration outside North Dakota to be governed by the Federal Arbitration Act.

2. The laws of the State of North Dakota supersede any provisions of the Multiple Unit Development Agreement, the other agreements between the parties, or Delaware law if such provisions are in conflict with North Dakota law.

3. After an examination of the financial statements of the Franchisor, the State of North Dakota Securities Department requires us to provide financial assurance regarding performance of our obligations to you before you open your Store. We have elected to defer payment of Initial Franchise Fees as provided below.

4. Notwithstanding Section 8.1 and Schedule A of the Franchise Agreement, the Initial Franchise Fee shall be payable when you open the Store and we have fulfilled all of our pre-opening obligations to you under the Franchise Agreement.

5. You acknowledge that your failure to pay the Initial Franchise Fee when due is a material default under the Franchise Agreement and the we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee.

6. Notwithstanding Section III B of the Multiple Unit Development Agreement, no Initial Franchise Fee or any portion thereof will be due and payable until the Franchised Restaurant opens for business and we have fulfilled all of our pre-opening obligations to you under the Franchise Agreement for that Franchised Restaurant.

7. You acknowledge that your failure to pay the Initial Franchise Fee when due for a Franchised Restaurant developed under a Multiple Unit Development Agreement is a material default under its Franchise Agreement and the Multiple Unit Development Agreement, and the we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee. In addition, you will have no right to proceed with developing other Franchised Restaurants, and our obligation to provide

services and approvals to under the Multiple Unit Development Agreement, shall be suspended until we receive the Initial Franchise Fee then due. No such failure to pay the Initial Franchise Fee when due and the resulting suspension of our performance shall extend any deadline for your performance under the Multiple Unit Development Agreement.

8. The covenant not to compete in Paragraph XI of the Multiple Unit Development Agreement is generally considered to be unenforceable under North Dakota law.

9. In Paragraph XXI, the waivers of punitive and exemplary damages are not enforceable under North Dakota law. Each party may pursue such damages as the arbitrator may award under North Dakota.

10. No release language in the Multiple Unit Development Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.

11. All other rights, obligations, and provisions of the Multiple Unit Development Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Multiple Unit Development Agreement for the State of North Dakota.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Multiple Unit Development Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

OPERATOR

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

ADDENDUM TO THE POKÉWORKS MULTIPLE UNIT DEVELOPMENT AGREEMENT FOR THE STATE OF RHODE ISLAND

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Multiple Unit Development Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Multiple Unit Development Agreement:

1. Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

All other rights, obligations, and provisions of the Multiple Unit Development Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Multiple Unit Development Agreement for the State of Rhode Island.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Multiple Unit Development Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

OPERATOR

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

ADDENDUM TO THE POKÉWORKS MULTIPLE UNIT DEVELOPMENT AGREEMENT FOR THE STATE OF SOUTH DAKOTA

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Multiple Unit Development Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Multiple Unit Development Agreement:

1. Notwithstanding anything in Section XVII to the contrary, if you fail to meet performance and quality standards or fail to make any payments under the Multiple Unit Development Agreement, you shall be afforded thirty (30) days written notice with an opportunity to cure the default before termination.

2. Section XVIII of the Multiple Unit Development Agreement is amended by adding the following sentence at the end of the Section:

> "The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, this agreement and all provisions of this instrument will be and remain subject to the applications, construction, enforcement and interpretation under the governing law of the State of Delaware."

3. Section XVIII of the Multiple Unit Development Agreement is amended by adding the following sentence at the end of the Section:

> "Any provision which designates jurisdiction or venue or requires you to agree to jurisdiction or venue in a forum outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota."

4. The following provision shall be added to the end of Section XII of the Multiple Unit Development Agreement:

> "Pursuant to SDCL 37-5B, any acknowledgment provision, disclaimer or integration clause or a provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentation or action that would violate this chapter or a rule or order under this chapter."

5. Any provision of the Multiple Unit Development Agreement that provides that the parties waive their rights to claim punitive, exemplary, incidental, indirect, special or consequential damages may not be enforceable under South Dakota law.

6. After an examination of the financial statements of the Franchisor, the State of South Dakota Department of Labor and Regulation requires us to provide financial assurance regarding performance of our obligations to you before you open your Store. We have elected to defer payment of fees as provided below.

7. Notwithstanding Section 8.1 and Schedule A of the Franchise Agreement, the Initial Franchise Fee shall be payable when you open the Store and we have fulfilled all of our pre-opening obligations to you under the Franchise Agreement.

8. You acknowledge that your failure to pay the Initial Franchise Fee when due is a material default under the Franchise Agreement and the we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee.

9. Notwithstanding Section III B of the Multiple Unit Development Agreement, no Initial Franchise Fee or any portion thereof will be due and payable until the Franchised Restaurant opens for business and we have fulfilled all of our pre-opening obligations to you under the Franchise Agreement for that Franchised Restaurant.

10. You acknowledge that your failure to pay the Initial Franchise Fee when due for a Franchised Restaurant developed under a Multiple Unit Development Agreement is a material default under its Franchise Agreement and the Multiple Unit Development Agreement, and the we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee. In addition, you will have no right to proceed with developing other Franchised Restaurants, and our obligation to provide services and approvals to under the Multiple Unit Development Agreement, shall be suspended until we receive the Initial Franchise Fee then due. No such failure to pay the Initial Franchise Fee when due and the resulting suspension of our performance shall extend any deadline for your performance under the Multiple Unit Development Agreement.

11. All other rights, obligations, and provisions of the Multiple Unit Development Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Multiple Unit Development Agreement for the State of South Dakota.

(Signatures Appear on Following Page)

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Multiple Unit Development Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

OPERATOR

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

ADDENDUM TO THE MULTIPLE UNIT DEVELOPMENT AGREEMENT PURSUANT TO THE VIRGINIA RETAIL FRANCHISING ACT

This Addendum to the Multiple Unit Development Agreement by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor, and _____, a _____ ("you"), as operator, to amend and supplement that certain Multiple Unit Development Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Multiple Unit Development Agreement:

1. Section III of the Multiple Unit Development Agreement is amended to state: "The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the Initial Franchise Fee and other initial payments owed by Franchisee to the Franchisor until the Franchisor has completed its pre-opening obligations under the Multiple Unit Development Agreement."

2. All other rights, obligations, and provisions of the Multiple Unit Development Agreement shall remain in full force and effect. Only the Sections specifically added to or amended by this Addendum shall be affected. This Addendum is incorporated in and made a part of the Multiple Unit Development Agreement for the State of Virginia.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

FRANCHISOR
BEYOND FRANCHISE GROUP, LLC

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

OPERATOR

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

ADDENDUM TO THE POKÉWORKS MULTIPLE UNIT DEVELOPMENT AGREEMENT FOR THE STATE OF WASHINGTON

This "Addendum" is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Multiple Unit Development Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Multiple Unit Development Agreement:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

2. 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.

3. 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.

4. A release or waiver of rights executed by you shall not include rights under the Washington Franchise Investment Protection Act 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. 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.

7. 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.

8. Because the Franchisor has material pre-opening obligations with respect to each franchised business the Franchisee opens under the Multiple Unit Development Agreement, the State of Washington will require that the franchise fees be released proportionally with respect to each franchised business.

[*Signature page follows.*]

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Multiple Unit Development Agreement.

FRANCHISOR

BEYOND FRANCHISE GROUP, LLC

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

FRANCHISEE

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

EXHIBIT H

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EXHIBIT I

LIST OF FRANCHISEES
WHO HAVE LEFT THE SYSTEM

EXHIBIT I

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

The following is a list of our franchisees in the United States who have ceased to do business under the franchise agreement or had an outlet terminated, canceled, not renewed, or transferred during our last fiscal year, or who have not communicated with the franchisor within 10 weeks of the issuance date:

City	State	Phone	Franchisee
Phoenix	AZ	602-237-6364	Richard Dent
Wilton	CT	860-989-0045	Brian DeCaro/Don Duffy
Westport	CT	203-557-3063	Brian DeCaro/Don Duffy
Columbus	OH	614-824-4968	Aaron Fu
Philadelphia	PA	215-923-3332	Asef Artan
McAllen	TX	972-515-9949	Augustin Guzman
Dallas	TX	713-446-5753	Samuel Banks

EXHIBIT J

ACKNOWLEDGMENT OF RECEIPT

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Registration Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT J

RECEIPT

(Retain This Copy)

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 Beyond Franchise Group, LLC offers you a franchise, we must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires 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. Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 14 days before you sign a binding contract or pay any consideration. Connecticut and Michigan 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 Beyond Franchise Group does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on **Exhibit D**.

The name, principal business address and telephone number of the franchise seller offering the franchise is Michael Wu at 220 Technology Drive, Suite 120, Irvine, California 92618, 949-398-7338.

Issuance Date: **February 25, 2021.** See **Exhibit D** for Pokéworks' registered agents authorized to receive service of process.

I have received a disclosure document dated **February 25, 2021**, that included the following Exhibits:

Exhibit A:	Financial Statements	Exhibit E:	List of Company-Owned Restaurants
Exhibit B:	Franchise Agreement with Schedules, General Release	Exhibit F:	List of Franchisees
Exhibit C:	Multiple Unit Development Agreement with Attachments	Exhibit G:	State Specific Addenda
Exhibit D:	List of State Franchise Administrators and Agents for Service of Process	Exhibit H:	Operations Manual Table of Contents
		Exhibit I:	List of Franchisees Who Have Left the System
		Exhibit J:	Receipt

_____	_____	_____
Date	Signature	Printed Name

Please sign this copy of the receipt, date your signature, and return it to Michael Wu, 220 Technology Drive, Suite 120, Irvine, California 92618.

EXHIBIT J

RECEIPT

(Return This Copy)

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