

FRANCHISE DISCLOSURE DOCUMENT

SALSARITA S FRANCHISING, LLC
a Mississippi Limited Liability Company
4601 Charlotte Park Drive, Suite 250
Charlotte, North Carolina 28217
Telephone No (704) 540-9447
Facsimile No (704) 329-1718
franchising@salsaritas.com
www.salsaritas.com

Received
LA Mailroom
NOV 08 2016
Department of
Business Oversight



Salsarita's Franchising, LLC ("SF") offers franchises for restaurants specializing in fast casual Mexican food, including burritos, soft tacos, quesadillas, fajitas, salads, nachos and other items approved by SF. The restaurants utilize a proprietary, distinctive interior and exterior store design and layout.

The total investment necessary to begin operation of a Salsarita's Fresh Cantina® Restaurant is \$483,600 to \$684,100. This includes \$30,000 that must be paid to us or an affiliate. In addition, if we grant you the right to develop two or more Restaurants in a specified area, as part of your initial investment you will pay us \$10,000 for each Restaurant you are to develop and we will provide you with a \$10,000 credit toward each initial franchise fee.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Salsarita's Franchising, LLC at 4601 Charlotte Park Dr, Ste 250, Charlotte, NC 28217 or 704 540 9447 or franchising@salsaritas.com.

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

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

Date of Issuance April 28, 2016, as amended October 31, 2016

STATE COVER PAGE

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

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

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

Please consider the following RISK FACTORS before you buy this franchise.

1. THE FRANCHISE AGREEMENT AND OTHER AGREEMENTS REQUIRE YOU TO LITIGATE DISPUTES WITH US AND CONDUCT THE LITIGATION ONLY IN THE STATE IN WHICH OUR PRINCIPAL OFFICES ARE LOCATED, WHICH CURRENTLY IS NORTH CAROLINA. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN NORTH CAROLINA THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT AND OTHER AGREEMENTS STATE THAT NORTH CAROLINA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Note: The Agreement provisions referred to in the RISK FACTORS may be void under some state franchise laws and some state franchise laws may require disclosure of additional RISK FACTORS. See Exhibit A.

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

Effective Dates See the next page for state effective dates.

Issuance Date for Non-Registration States **April 28, 2016, as amended October 31, 2016**

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration. California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

The Effective Date of this disclosure document for the following states is listed below

STATE	EFFECTIVE DATE
California	May 2, 2016, as amended
Hawaii	May 2, 2016, as amended
Illinois	April 29, 2016, as amended
Indiana	April 30, 2016
Maryland	August 2, 2016, as amended
Michigan	April 30, 2016
Minnesota	May 4, 2016, as amended
New York	June 21, 2016, as amended
North Dakota	May 6, 2016, as amended
Rhode Island	May 1, 2016, as amended
South Dakota	April 29, 2016
Virginia	May 31, 2016, as amended
Washington	June 13, 2016, as amended
Wisconsin	April 28, 2016, as amended

TABLE OF CONTENTS

<u>Item</u>	<u>Page</u>
ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	1
ITEM 2 BUSINESS EXPERIENCE	3
ITEM 3 LITIGATION	4
ITEM 4 BANKRUPTCY	4
ITEM 5 INITIAL FEES	5
ITEM 6 OTHER FEES	6
ITEM 7 ESTIMATED INITIAL INVESTMENT	11
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	14
ITEM 9 FRANCHISEE'S OBLIGATIONS	18
ITEM 10 FINANCING	20
ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	20
ITEM 12 TERRITORY	28
ITEM 13 TRADEMARKS	30
ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	32
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	33
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	34
ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	35
ITEM 18 PUBLIC FIGURES	40
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATION	41
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	44
ITEM 21 FINANCIAL STATEMENTS	50
ITEM 22 CONTRACTS	50
ITEM 23 RECEIPTS	50

Exhibits

Exhibit A	State-Specific Addenda to Franchise Disclosure Document
Exhibit B	State Administrators
Exhibit C	Agents for Service of Process
Exhibit D	Franchise Agreement
Exhibit E	State-Specific Amendments to Franchise Agreement
Exhibit F	Area Development Agreement
Exhibit G	State-Specific Amendments to Area Development Agreement
Exhibit H	Confidentiality/Nondisclosure Agreement
Exhibit I	Financial Statements
Exhibit J	List of Franchisees and Former Franchisees
Exhibit K	General Release
Exhibit L	Authorization for Prearranged Payment

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, “we,” “us,” “our,” “SF” or “Salsarita’s” means Salsarita’s Franchising, LLC, the franchisor. “You” means the person, corporation, partnership or other entity that buys the franchise. If you are a corporation, partnership or other entity, certain provisions of this disclosure document also apply to your owners and will be noted. “Franchise” or “Restaurant” means a franchised Salsarita’s Fresh Cantina® Restaurant.

We are offering, in connection with this disclosure document, the opportunity to become a franchisee and operate a Salsarita’s Fresh Cantina® Restaurant.

Us, Our Parent and Our Affiliates

We are a Mississippi limited liability company formed on April 19, 2011. Our principal place of business is 4601 Charlotte Park Drive, Suite 250, Charlotte, NC 28217. We have been offering franchises for Salsarita’s Fresh Cantina® Restaurants (“Restaurants”) since July 19, 2011. Our agents for service of process in various states are listed in Exhibit C. We do business under the names “Salsarita’s Franchising, LLC,” “Salsarita’s” and “Salsarita’s Fresh Cantina®.” We have not offered franchises in any other line of business or engaged in any other business.

We are a wholly-owned subsidiary of Salsarita’s Holdings, LLC (“Holdings”), which is a Mississippi limited liability company formed on April 19, 2011 and has the same principal place of business as us. Holdings is managed by Mississippi Restaurant Group, LLC, which is a Mississippi limited liability company formed on October 15, 2010 and has its principal place of business at 1020 Highland Colony Parkway, Suite 1400, Ridgeland, MS 39157.

Our affiliate, Salsarita’s Restaurants, LLC (“SR”), is a Mississippi limited liability company formed on April 19, 2011, and is also a wholly-owned subsidiary of Holdings. SR’s principal place of business is the same as ours. SR has operated two Restaurants since June 16, 2011, which are used by us from time to time for training our franchisees. SR has not offered franchises in any line of business or engaged in any other business.

SR owns SR – BOA, LLC, SR – Latta, LLC, SR – Rivergate, LLC, SR – Blakeney, LLC, and SR – Rosedale, LLC, which are North Carolina limited liability companies formed on February 18, 2013 (“2013 SR Subsidiaries”). SR also owns SR – Indian Land, LLC and SR – Harbison, LLC, which are North Carolina limited liability companies formed on February 17, 2014 (the “2014 SR Subsidiaries”). SR also owns SR – Salisbury, LLC, a North Carolina limited liability company formed on March 24, 2015. SR – West Columbia, LLC, a North Carolina limited liability company formed on March 31, 2015, SR – Five Points, LLC, a North Carolina limited liability company formed May 21, 2015, and SR – Prosperity Church, LLC (f/k/a SR – South End, LLC), a North Carolina limited liability company formed August 20, 2015 (the “2015 SR Subsidiaries”). The 2013 SR Subsidiaries, 2014 SR Subsidiaries and the 2015 SR Subsidiaries share the same principal place of business as us. The 2013 SR Subsidiaries have operated Restaurants since April 1, 2013. SR – Indian Land, LLC has operated a Restaurant since October 6, 2014, which is used by us from time to time for training our franchisees. SR – Five Points, LLC has operated a Restaurant since August 10, 2015. SR – Harbison, LLC has operated a Restaurant since October 20, 2015 and SR – Salisbury, LLC has operated a Restaurant since December 14, 2015. SR – Prosperity Church, LLC is currently in the process of opening a Restaurant. Neither the 2013 SR Subsidiaries nor the 2014 SR Subsidiaries, nor the 2015 SR Subsidiaries, have offered franchises in any line of business or engaged in any other business.

Our Predecessor

Our predecessor, Salsarita's, Inc. ("SI") was a North Carolina corporation formed in October 1999. SI's principal business address was 2908 Oak Lake Blvd, Suite 205, Charlotte, NC 28208. On June 16, 2011, Holdings acquired substantially all of the assets, including rights to the marks and franchise agreements, of SI. SI offered franchised Restaurants from May 2000 to April 30, 2011. SI did not operate Restaurants and did not offer franchises in any other line of business.

Prior to June 16, 2011, SI offered an Area Representative Program. Area Representatives provide sales and support services to the franchisor in exchange for referral and service fees. It is possible that you may be located within an existing Area Representative's territory and, as a result, will receive support services for your Restaurant from the Area Representative. We do not offer such an Area Representative Program.

Our Business and the Franchises Offered

SF offers and sells Salsarita's Fresh Cantina® Restaurant franchises. At your Restaurant, you will serve fast casual Mexican food, including burritos, tacos, quesadillas, salads, nachos and other items approved by us.

The Restaurants operate under a prescribed system (the "System") characterized by a distinctive restaurant layout and design, signage, specifications, and appearance, the SF Operations Manuals (the "Manuals"), menus, recipes and formulas, uniform operating methods, procedures and techniques, and other confidential procedures, methods and techniques for inventory and cost controls, record keeping and reporting, purchasing, marketing, sales promotion and advertising.

We offer two types of programs under this disclosure document:

- 1 Franchise Agreements for you to develop and operate a single location,
- 2 Development Agreements for you to develop and operate multiple locations.

Depending on our discussions with you, we will determine the appropriate type of program to suit your objectives.

Under the Franchise Agreement ("Franchise Agreement"), which is **Exhibit D** to this disclosure document, we offer you the right to establish and operate a Restaurant at a single location within a specified geographic territory. The Franchise Agreement gives qualified purchasers the right to operate the Franchise under the Salsarita's® mark, Salsarita's Fresh Cantina® mark and other marks designated by us from time to time ("Proprietary Marks").

Under the Area Development Agreement ("Development Agreement"), which is **Exhibit F** to this disclosure document, we offer you the opportunity to open a certain number of Restaurants in an exclusive territory ("Development Area"). An area developer must open these Restaurants according to the agreed-upon schedule, sign the then-current Franchise Agreement for each Restaurant, and operate each Restaurant as required under the Franchise Agreement. The minimum number of Restaurants required to be developed under the Development Agreement will be mutually agreed-upon by you and us before you sign the Development Agreement.

Competition

The restaurant business is highly developed and highly competitive. Your competitors include fast food restaurants, fast casual restaurants, cafes, sandwich shops, casual dining restaurants, specialty food stores and other Salsarita's Fresh Cantina® Restaurants. Franchises typically are located in strip shopping centers, regional malls and freestanding buildings. In addition, we franchise Restaurants at non-traditional locations, such as in airports, on college campuses, and on corporate campuses ("Non-Traditional Restaurants"). These Non-Traditional Restaurants also may compete with you. The success of your Franchise will depend in large measure on the specific site you select. Your market will be members of the general population.

Laws and Regulations

A wide variety of federal, state and local laws, rules and regulations apply to the operation of a restaurant. For example, there are laws, rules, and regulations that govern (1) the construction, design, maintenance and operation of your Franchise, (2) employee health and safety; (3) food handling, storage and preparation, (4) the health, safety and welfare of your customers, (5) access to your Restaurant by persons with disabilities, and (6) advertising.

We require that you serve alcohol at your Restaurant, unless you specifically request to refrain from selling alcohol or it is not feasible for you to obtain a liquor license. If you serve alcohol at your Restaurant you must comply with any and all federal, state, county, municipal, or other local laws and regulations related to the sale of alcohol that may apply to your Restaurant.

You should independently research and review the legal requirements of the restaurant industry with your own attorney before you sign any binding documents or make any investments.

Each of your managers and other employees we designate must be ServSafe (or similar) certified if required by state, county, municipal, or other local law or regulation, or if we inspect your Restaurant and determine that such certifications likely would improve the sanitation standards at the Restaurant.

ITEM 2

BUSINESS EXPERIENCE

Chief Executive Officer Philip Friedman

Mr. Friedman has served as SF's Chief Executive Officer since June 2011. He also has been Chief Executive Officer of Holdings and SR since June 2011. From April 1999 until joining SF, Mr. Friedman served as Chief Executive Officer of McAlister's Corporation in Ridgeland, Mississippi.

Chief Operating Officer Kenneth D. Green

Mr. Green has served as SF's Chief Operating Officer since October 2016. Before that, he was President and CEO of Easy Street Restaurant Group, LLC in Cape Coral, Florida from October 2010 to October 2016.

Vice President of Administration Timothy A. Carter

Mr. Carter has served as SF's Vice President of Administration since September 2014. Prior to that, he was SF's Director of Franchise Administration from June 2011 to September 2014. Before that, he served as SF's Business Development Manager from May 2007 to June 2011.

Franchise Coordinator Lindsey Nunnery

Ms. Nunnery has served as SF's Franchise Coordinator since November, 2014. Before that, she was a Legal Assistant for Bojangles' Restaurants, Inc. in Charlotte, North Carolina from January, 2004 until November, 2014.

ITEM 3

LITIGATION

Predecessor Litigation

Salsarita's Inc v SGH Management Inc, Stuart Heatherington and Gina Heatherington Civil Action No. 3:08-cv-00391, U.S. District Court, Western District of North Carolina (Charlotte).

SI filed this action against a franchisee and its owners/guarantors on or about August 22, 2008 in the U.S. District Court, Western District of North Carolina (Charlotte), seeking, among other things, monetary damages, injunctive relief and compliance with post-termination obligations relating to a franchisee's nonpayment of royalties, breach of franchise agreement, defamation and harassment and failure to comply with a termination notice and demand for compliance with post-termination obligations. SI obtained a preliminary injunction on September 11, 2008 and ultimately settled with the franchisee and its owners/guarantors on October 21, 2008. As part of the settlement and related documentation, the parties agreed that the Franchise Agreement was terminated, the franchisee and its guarantors reconfirmed their noncompetition obligations, SI took possession of the Restaurant and purchased all the Restaurant assets for \$75,000 and the parties issued mutual releases.

Except as described above, no litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

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

ITEM 5

INITIAL FEES

Initial Franchise Fee

When you sign a Franchise Agreement, you must pay an initial franchise fee of \$30,000 (“**Initial Franchise Fee**”) The Initial Franchise Fee under the Franchise Agreement will be \$30,000, regardless of whether it is paid for a single Restaurant or as part of a Development Agreement. However, if you have paid us an Area Development Fee (defined below) under a Development Agreement, and the Franchise Agreement is for Restaurant to be developed under the Development Agreement, then you will receive a credit toward your Initial Franchise Fee, as described below. In fiscal year 2015, we collected Initial Franchise Fees of \$30,000.

Area Development Fee

If we offer you the opportunity to develop a minimum number of Restaurants under the Development Agreement, you and we will determine the number of Restaurants you must develop, and the dates by which you must develop them, before signing the Development Agreement. When you sign a Development Agreement, you must pay us \$10,000 times the number of Restaurants to be developed (“**Area Development Fee**”) and the Initial Franchise Fee for your first Restaurant. Then, for each Restaurant to be developed other than your first Restaurant, you will sign a Franchise Agreement and pay us an Initial Franchise Fee either at the time you sign a lease (or similar binding commitment to real estate) for the Restaurant location or receive our approval of the architectural plans for the location, whichever event occurs earlier. For each Restaurant to be opened under the Development Agreement, \$10,000 will be credited towards the Initial Franchise Fee.

For example, if you were signing a Development Agreement for three Restaurants, you would pay us \$50,000 when you sign the Development Agreement, which is an Area Development Fee of \$30,000 (\$10,000 for each of the three Restaurants) plus \$20,000 for the first Restaurant (Initial Franchise Fee with \$10,000 credit applied). In addition, you would pay us \$20,000 upon the lease signing or our approval of architectural plans for the second Restaurant and \$20,000 upon the lease signing or our approval of architectural plans for the third Restaurant.

Other Fees

We may provide one on-site evaluation, not to last more than two days, at no cost to you. However, if we provide additional on-site evaluations, you must reimburse us for all reasonable costs and expenses that we incur, including travel, lodging and meal expenses. You must also pay us a fee of \$500 per day for each SF employee or agent performing the additional evaluation services.

Application of Payments

All initial fees, including the Initial Franchise Fee and Area Development Fee, are non-refundable. Proceeds from the Initial Franchise Fee and Area Development Fees go into our general fund and are partly used to compensate us for the loss of deferred opportunity to franchise other locations and pay or defray some of the costs we may incur as a result of: 1) screening and approving prospective franchisees, 2) providing advice and assistance to franchisees, 3) incurring legal fees, accounting fees, and other costs to comply with the federal and state laws governing this offering, 4) developing, registering, and protecting the Proprietary Marks, 5) prior research and development relating to the System, 6) prior development of our training programs, new restaurant training, or on-going training, and 7) marketing and general administrative expenses.

ITEM 6

OTHER FEES

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty Fee	3%-6% of Net Revenues	As specified in the Manuals, the Royalty Fee is currently due weekly on Wednesday of each week	Payable under Franchise Agreement only See Note 1 below
Advertising, which is made up of the following	Up to 6% of Net Revenues Currently 2.5% of Net Revenues as follows	As specified in the Manuals, same as royalty	Payable under Franchise Agreement only Divided among Creative Fund, National Ad Fund, Regional Co-ops and Local Store Marketing See Note 2 below
Creative Fund	Currently 1% of Net Revenues		See Note 2 below
National Ad Fund	Currently 0% of Net Revenues		We have the right to establish a National Ad Fund
Regional Co-op	Amount determined by the Regional Co-op or Franchisor		We have the right to establish a regional advertising cooperative in the area in which your Restaurant is located.
Local Store Marketing	Currently 1.5% of Net Revenues		At our request, you must pay us the required amount and we will reimburse you for approved expenditures up to the amount we collected from you.
Late Payment Fee	\$1.00 per incident plus 1½% interest per month, or maximum allowed by law	When payment is overdue	See Note 3 below
Additional Training Fees	A reasonable fee per person per day for any additional person who receives initial training, a reasonable fee for additional training beyond initial training, \$250 per person per day for new manager training, subject to adjustment	On demand	Payable under Franchise Agreement only SF provides initial training for three persons for approximately 27 days as part of the Franchise Fee See Note 4 below
Consulting Fees	Subject to adjustment, \$500 per day per person providing assistance plus costs and expenses	On demand	Payable only if you request additional consulting services and services are rendered on your Franchise's premises

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Renewal Fee (Franchise Agreement)	The higher of 30% of (a) then-current Initial Franchise Fee or (b) the Initial Franchise Fee you originally paid.	On signing new Franchise Agreement	
Transfer Fee (Franchise Agreement)	30% of then-current Initial Franchise Fee if the transfer is to an existing franchisee or an entity controlled by equity owners of an existing franchisee or 100% of then-current Initial Franchise Fee if the transfer is not to an existing franchisee or an entity controlled by equity owners of an existing franchisee	Before transfer is effective	
Transfer Fee (Area Development Agreement)	Up to \$10,000 for each Restaurant to be developed.	Before transfer is effective	This is in addition to any transfer fees under any existing franchise agreements
Attorneys' Fees and Costs	Actual fees and costs	After adjudication of legal matter or your failure to comply with the agreement	See Note 5 below
Supplier Approval	A fee not to exceed the reasonable cost of inspection and actual cost of testing	On demand	See Note 6 below
Accounting Fees	A reasonable fee	On demand	See Note 7 below
Audit Costs	Actual costs of audit plus interest on overdue amount	On demand	See Note 8 below
Relocation Fee (Franchise Agreement)	\$7,500	At time a relocation request is made	See Note 9 below
Liquidated Damages	Will vary by circumstance	On demand	See Note 10 below
Indemnification	Amount of our fines, losses, damages, costs and expenses	On demand	See Note 11 below
Digital Menu Board Maintenance	Currently \$79 per month	Monthly	See Note 12 below
Guest Satisfaction Programs	If implemented, all costs associated with guest satisfaction programs	On demand	If implemented, you must participate in programs initiated to verify customer satisfaction and operational compliance

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Non-cash payment systems/loyalty program	Any and all costs associated with non-cash payment systems or our loyalty program that we may incur in connection with the Restaurant	As incurred	You must participate in our loyalty program. You also must accept debit cards, credit cards, stored value gift cards or other non-cash payment systems specified by us to enable customers to purchase authorized products at the Restaurant.
Point-of-Sale Software Subscription	Currently estimated to be \$496 per month	Monthly	You must purchase and use the software subscription that we designate to operate your point-of-sale system.
PCI Compliance Service Fees	Currently \$65 per month	Monthly	You must use the vendor we designate to assist you with PCI compliant operations and transactions
Anti-Virus Software Subscription	Estimated to be between \$1 20 and \$1 50 per year	As incurred	You are required to maintain anti-virus software for your computer system.
Local advertising customization	A reasonable fee to cover the cost of preparation	As incurred	If you request that we assist you in preparing local advertising material, we may charge you a reasonable fee for the work.
Insurance Deficiency	Cost of procuring insurance plus 10% of the premium	On demand	See Note 13 below
Credit Card Gateway Fee	Amount estimated to be between \$50 and \$1 50 per month depending on the number of transactions processed	Monthly	

NOTES

The table above describes fees and payments that are payable to, or imposed or collected in whole or in part for a third party by, us relating to the operation of your Franchise. Unless otherwise indicated, all fees are uniformly imposed. With the exception of local marketing expenditures (for which we may reimburse you subject to certain conditions), none of the fees are refundable under any circumstances.

1. As of the date of this disclosure document, the Royalty Fee is 5% of Net Revenues. We have the right to increase the Royalty Fee to 6% on 30 days' prior notice. Any increase in the Royalty Fee will be uniform to all franchisees as of the date of such increase, except in the case of franchisees located in states that prohibit such increases or whose franchise agreements do not allow such increases.

The term "**Net Revenues**" means all revenue from the sale of all products, including all food and beverage products, all other products or services offered at or from the Restaurant, and all other income and consideration of every kind and nature related to, derived from, or originating from the Restaurant, including off-premises catering and special events, revenue from credit and debit machines, and proceeds of any business interruption insurance policies, whether at retail or wholesale (whether such sales are

permitted or not), whether for cash, check, or credit, and regardless of collection in the case of check or credit; provided, however, that Net Revenues excludes any customer refunds, employee meals, customer discounts, coupon sales, sales taxes, and other taxes collected from customers by you and actually transmitted to the appropriate taxing authorities

2 We have the right, following written notice to you, to reallocate your advertising contributions and to increase your advertising contributions, however, we will not increase your advertising obligation by more than 2% of Net Revenues in any calendar year and will not increase it by more than 1% in the same calendar year that we increase the Royalty Fee from 5% to 6% of Net Revenues. In addition, we may not increase your advertising contribution above 6% of Net Revenues

3 If you fail to pay any amount owed to SF or any of our affiliates, you will be subject to a late fee of \$100 per incident plus the lesser of 1½% interest per month of the unpaid balance, or the maximum permitted by law

4 You are responsible for all out-of-pocket expenses (including travel costs, if any) involved in any training, as well as the salary and benefits of your employees and agents. Except for the first three people that you send to our initial training program, and the on-site training program that we provide during the opening of the Restaurant, you are responsible for a reasonable fee and material costs for each person you send to initial training or any other training program. As of the date of this disclosure document, our training fees range from \$250 to \$500 per day depending on the SF personnel involved in the training.

5 The prevailing party in any legal proceeding between you and SF will have its attorneys' fees and legal costs paid by the other party in such legal proceedings. Also, if you fail to comply with any provision of the Franchise Agreement or Area Development Agreement, you must reimburse us for the attorneys' fees and legal costs we incur in addressing your failure

6 You must use only suppliers we approve. We reserve the right to charge you a fee for reviewing a supplier of any goods that you propose to be used in connection with your Franchise. If SF determines that it is necessary to inspect the supplier's facilities or conduct tests, SF will require you or the supplier to pay SF's actual costs incurred for such inspection and testing

7 On 30 days' advance notice, we may prepare your required financial statements for you based on information you provide or information that we obtain directly from your computer system and may charge you a reasonable fee in connection with our preparation of your financial statements

8 If, during an audit, we find that you have under-reported Net Revenues by 5% or more, or the audit is caused by your failure to provide certain supporting records to SF, then you will be required to pay the Royalty Fee on the under-reported Net Revenues, a late fee and the costs of the audit. You must also pay interest on past due amounts

9 If you wish to relocate your Restaurant, you must obtain our prior written permission and pay a relocation fee. You will also be responsible for all other costs involved in any relocation.

10 Liquidated damages are due and payable on termination of the Franchise Agreement before the expiration of the term, except if you terminate for cause under the Franchise Agreement.

11 You are solely responsible and must indemnify and hold us harmless for all loss, damage, claims or demands arising in connection with your operation of the Restaurant.

12 You must obtain a monthly service contract from our approved supplier of the digital menu boards. The service contract may be subject to increase at the supplier's sole discretion and you will be responsible for any increases.

13 If you fail to maintain the required insurance coverage to operate the Restaurant, we may, but are not required to, obtain the coverage for you, in which case you will be required to reimburse us for the cost of the policy plus a fee equal to 10% of the cost of the premium to cover our administrative expenses in procuring the policy.

[Remainder of page left blank intentionally.]

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE (NOTE 1)	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	\$30,000	\$30,000	By certified check	On signing Franchise Agreement	SF
Initial Rent (Note 2)	\$4,000	\$8,000	As Incurred	On signing lease	Lessor
Initial Inventory (Note 3)	\$6,000	\$11,000	As Incurred	As Arranged	Vendors
Leasehold Improvements (Note 4)	\$200,000	\$250,000	As Incurred	As Arranged	Contractor and subcontractors
Signage (Note 5)	\$25,000	\$ 35,000	As Arranged	As Arranged	Vendors
Furniture, Fixtures & Decor (Note 6)	\$30,000	\$70,000	As Arranged	As Arranged	Vendors
Electronics & Computer System (Note 7)	\$30,000	\$50,000	As Arranged	As Arranged	Vendors
Restaurant Equipment (Note 8)	\$105,000	\$120,000	As Arranged	As Arranged	Vendors
Grand Opening Marketing Fee (Note 9)	\$15,000	\$15,000	As Arranged	As Arranged	Vendors
Pre-Opening Salaries (Note 10)	\$8,000	\$10,000	As Arranged	As Arranged	Employees
Initial Training Expenses (Note 11)	\$8,500	\$22,500	As Arranged	As Arranged	Vendors
Start-Up Supplies (Note 12)	\$1,000	\$1,200	As Arranged	As Arranged	Vendors
Insurance Deposit (Note 13)	\$500	\$2,000	As Arranged	As Arranged	Insurance Companies
Business Licenses (Note 14)	\$500	\$5,000	As Arranged	As Arranged	Government Agencies
Utility Deposits (Note 15)	\$500	\$2,000	As Arranged	As Arranged	Utility Companies
Legal & Accounting Fees (Note 16)	\$1,600	\$3,400	As Arranged	As Arranged	Attorney & Accountant
Architectural Fees (Note 17)	\$8,000	\$14,000	As Arranged	As Arranged	Architect
Additional Funds (for 1 to 3 months) (Note 18)	\$10,000	\$35,000	As Arranged	As Arranged	Vendors
Total Estimated Initial Investment *	\$483,600	\$684,100			

*Includes estimated additional working capital needed for one to three months, but does not include payment of royalties or advertising fees. If you enter into a Development Agreement, you should expect to incur these costs for each Franchise that you develop. Before you sign the Development Agreement, we and you will determine the number of Franchises that you must develop.

Notes

1 Expenditures paid to us or our affiliates are not refundable under any circumstances once paid. Fees paid to vendors, suppliers, or other third parties may or may not be refundable depending on their policies or your arrangements with them. We do not offer financing for any of these expenses

2 The figures above assume you will rent the premises for your Franchise. The rent for the leased premises will vary substantially per location. The initial start-up expenses are estimated to include the first month's rent paid in advance. Rental costs vary considerably, depending on the location and local market conditions. The amount of space needed for the Franchise is estimated to be approximately 2,200 to 2,800 square feet with a minimum of 30 feet of frontage if located in a strip or neighborhood shopping center. However, this will vary by location. SF will provide guidance regarding converting a potential location to the Franchise. These numbers do not include insurance and real estate taxes

3 The initial inventory consists of food, beverages, paper items and cleaning products. This estimate is for the first four days of Franchise operations and foods utilized during initial training. See the Initial Inventory list in the Manuals for details

4 Leasehold improvements may include work conducted by a general contractor to supervise the build-out of the Restaurant (plumbing, electrical, mechanical). The costs of such improvements will vary substantially from location to location. These figures do not reflect any tenant improvement allowance ("TI"), which represents the amount of money that the lessor is willing to spend on your improvements. If you negotiate TI from the lessor, it is possible that your cost of leasehold improvements can be reduced or included in your monthly lease payment. However, you may elect to not accept TI monies from your lessor, since there is generally an inverse relationship between TI monies accepted and rental rates

5 Exterior signage may include open channel neon signs over the Restaurant, a small sign for the Restaurant on the pole sign for the shopping center (if applicable), menu boards and interior and exterior signs. Pole-mount or marquee signs are not included in this estimate and would cost more. We must approve all signs before your purchasing them for the Restaurant. Signage will vary from location to location depending on the lessor's requirements and local code ordinances. The estimate given reflects the cost range from one to three exterior signs

6 Furniture, fixtures and decor include millwork, countertops and flooring fabrication, lighting, chairs, staff uniforms, umbrellas, patio furniture and other decor, as well as point-of-sale and merchandising materials. You must purchase furniture, fixtures and decor items from approved vendors

7 This estimate includes your POS system, PCI compliance firewall management, three-phone VOIP system, back office computer with support monitoring, four digital menu boards, ISP set up and initial cabling installation and setup expenses. It includes basic security setup and monitoring but does not include optional security measures such as camera systems, temperature monitors or exterior strobes

8 All equipment must be purchased from approved vendors. The Restaurant equipment will consist of items such as fryers, walk-in coolers, countertops, grills, conveyors, small wares, a hood system, hot tables, warmers, freezers, sandwich prep units, sinks, shelving, gas charbroilers, glass sneeze screen, etc

9 The grand opening marketing program ("GOMP") fee is estimated to be \$15,000. The fee is payable to vendors in accordance with the GOMP that you will develop in conjunction with us. These will be expensed over the course of the first 90 days of operation.

10 This estimate includes salaries for your Manager (as defined in Item 15) and an assistant manager during initial training and up to 20 employees during opening assistance. These estimates assume that the franchisee or its Operating Principal (as defined in Item 15), as applicable, will not be paid a salary during initial training and opening assistance.

11 You will incur travel, food, lodging and other expenses during initial training for persons sent by you to initial training (generally, the franchisee or the Operating Principal, as applicable, and two individuals with management responsibility over the Restaurant). There are a number of factors which will affect these costs, including your distance from the training site, market cost of accommodations during your stay for training, the mode and frequency of travel to the training site as well as any per diem expenses you grant your staff.

12 This includes office supplies and miscellaneous costs.

13 We estimate that the insurance deposit will be 20% to 25% of the first year's insurance premium, of \$2,500 to \$5,000, or \$500 to \$1,250. This coverage includes general liability, fire, Workers Compensation, theft, property and contents.

14 Several business licenses must be obtained by the franchisee including state and local retail licenses. This estimate does not include alcoholic beverage service licenses. Please consult your local permit office for license fees as the costs of such business licenses may vary from location to location.

15 Utility deposits include amounts to be deposited with local water, sewer, gas, electric and telephone companies. The costs of such utility deposits will vary from location to location.

16 Legal fees will be paid by you, if appropriate, in order to retain an attorney to help form the legal entity for your business. You will also need to retain an accounting or payroll service to assist in keeping necessary books and records of income and expenses.

17 Some jurisdictions may require your building plans to be prepared by a local architect before leasehold improvements can be approved.

18 You will need additional capital to support on-going expenses. New businesses often generate a negative cash flow. We estimate that the amount given will be sufficient to cover on-going expenses for the start-up phase of the business (three months). This is only an estimate, however, and there is no assurance that additional working capital will not be necessary during the start-up phase. We estimate that, in general, you may expect to inject additional cash into your Franchise, but we cannot estimate when, or whether, you will achieve a positive cash flow or profits.

19 In preparing these estimated figures, we relied on the experience of our franchisees that have opened Restaurants, as well as our own investigation of the marketplaces of Texas, New York, Tennessee and North Carolina.

There are no other material payments you need to make in order to begin operating your Franchise. The figures and footnotes listed above in this Item 7 are estimates only. We cannot guarantee that you will not have additional expenses starting your Restaurant. Your costs will depend on factors such as how well you follow our methods and procedures, your management skills, your business

experience and capabilities, local economic conditions, the local market for our products and services, the prevailing wage rates, competition, and sales levels reached during your initial phase of Restaurant operations

You should review these figures carefully with a business advisor before making any decision to purchase a franchise. You should take into account the cash outlays and probable losses that you may incur while you are trying to get established. Extensive start-up costs may be involved, depending on your circumstances.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as described below, you are not obligated to purchase or lease from SF, its designee or suppliers approved by us, or under our specifications, any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, or real estate related to your Restaurant.

We estimate that the following purchases of products and services will represent the following percentages of your total purchases of products and services to establish and operate your Franchise:

Category	% of Total to Establish	% of Total to Operate
Purchases or leases under SF specifications	100%	100%
Purchases or leases from approved outside suppliers	100%	100%

Specifications and Standards

You must purchase equipment, fixtures, displays, exterior and interior signs and decorating accessories as we designate in writing from an approved source. These specifications are established to provide standards for performance, durability, design and appearance. We will notify you whenever we establish or revise any of our standards or specifications.

You must offer for sale at the Restaurant all types of merchandise, products and services that we specify periodically. You agree not to offer any other category of merchandise, products or service or use your Restaurant premises for any other purpose other than the operation of a Restaurant. You must maintain an adequate supply of the items and merchandise sufficient to meet customer demands as we specify.

If you propose to purchase or lease any item of equipment or any fixture, sign or decorating materials not approved by us, you must obtain our written approval. We may require submission of photographs, drawings and other information and samples to determine whether such item meets our specifications. We may arbitrarily deny approval. We will notify you of our decision within a reasonable time. Any proposed item not approved within 60 days after your written request is deemed disapproved. We may revoke any approval previously given at any time on written notice.

Approved Suppliers

You must purchase specified food products, procure all equipment, inventory, signage, fixtures, furniture and decor items required for the operation of the Restaurant solely from suppliers (which may include SF, our affiliates, distributors, manufacturers, and other sources) that have been approved in writing by SF, as described in the Manuals or otherwise communicated to you. We have the right to require you to use certain brands and prohibit you from using other brands. We maintain written lists of approved items of equipment, fixtures, inventory and supplies (by brand name and/or by standards and specifications) and lists of approved suppliers for those items.

You may not use a supplier of web sites, mobile web sites, email services, social media services, online marketing services, mobile device marketing services or Internet-based applications, or any other supplier of advertising or marketing services, without our prior written approval.

If you desire to use an unapproved supplier, you or the supplier must submit to SF a written request for approval. We will consider all relevant factors in such approval request, including the quality of goods and services, capacity of supplier and financial conditions and terms of the purchase. SF does not have any specific written criteria. We may inspect the supplier's facilities and require that samples from the supplier be delivered or made available to SF or its designee for testing. You or the proposed supplier will pay SF in advance all of our reasonable costs incurred to inspect the supplier, its facilities and the items involved. SF will notify you of its decision within a reasonable time not to exceed 60 days. Any proposed supplier not approved within 60 days after your written request is deemed disapproved. SF may periodically re-inspect the facilities and products of any previously approved supplier at your expense or the expense of the supplier. We may revoke our approval at any time if the supplier fails to meet any of our then-current standards and specifications.

We provide no material benefits to you (for example, renewal or granting additional franchises) based on your use of particular products or services or use of particular suppliers. Except for the rebates described in the following paragraph, neither we nor our affiliates derive revenue or material consideration from required purchases or leases by franchisees. Currently, neither we nor our affiliates are approved suppliers or the only approved suppliers of any required good or service.

We have contracted with certain suppliers who provide us or our franchisees with volume discounts, rebates and other cash payments based on volume purchases of supplies used by our company-owned and franchised Restaurants. These volume discounts, rebates and other cash payments include flat fee amounts paid to us or our affiliates pursuant to contract or percentage amounts we or our affiliates receive based on purchases or usage by our franchised and company-owned Restaurants. During the period December 28, 2015 to December 27, 2016, our total revenue was \$3,267,137 and we received rebates in the amount of \$119,482 (3.6% of our total revenue). These rebates represent our revenue from all required purchases and leases of products and services. We paid the Coca-Cola rebates, which totaled \$118,888.17, into the Creative Fund and intend to use the remaining rebates to cover expenses related to our annual franchisee convention. None of our officers currently own an interest in any of our suppliers. We have no other purchasing or distribution cooperatives. We may negotiate materially different purchase arrangements in the future.

Approval of the Restaurant Location, Construction

You must receive our written approval for your proposed Restaurant location. Our approval of the site may be conditioned on various factors relating to the market area in which your customers are located. Some of the factors include the general location and neighborhood, population and demographics, distance to other Franchises, competition in the market area, traffic counts and patterns, access, sign ordinances, proximity to major roads, residential areas and business districts, parking

facilities and the costs of leasehold improvements. Our approval of your Restaurant location is not a guarantee that the Restaurant will be successful from that or any other location.

After receiving our written approval for the Franchise site, you may purchase or lease the site. The terms of such purchase or lease must receive our written approval. Our approval of any lease agreement may be conditioned on the inclusion of the following terms and conditions:

1. A provision reserving to us the right, at our election, to receive an assignment of the leasehold interest on termination or expiration of the Franchise, and a provision which requires the landlord, at our option, to sign a collateral assignment of lease which provides that we will be allowed to take an assignment of your lease on any termination of your Franchise Agreement,

2. A provision which expressly permits the lessor to provide us with all sales and other information it may have related to the operation of the Restaurant, on our request,

3. A provision which requires the lessor concurrently to provide us with a copy of any written notice of deficiency under the lease sent to you and which grants to us, in our sole discretion, the right (but not the obligation) to cure any deficiency under the lease, should you fail to do so within 15 days after the expiration of the period in which you may cure the default;

4. A provision which grants us, or our designee, the option, on default, expiration or termination of the Franchise Agreement, and on written notice to the lessor, to assume all of your rights under the lease terms, including the right to assign or sublease,

5. A provision which evidences your right to display the Proprietary Marks in accordance with the specifications required by the Manuals, subject to the provisions of applicable law; and

6. A provision that the premises will be used only for the operation of the Restaurant.

You must furnish to us a fully signed copy of your lease agreement within 10 days after its execution.

You also must not proceed with any construction or remodeling of your Restaurant until you have received our prior written approval of any plans drafted by your architect.

Maintenance, Remodeling Requirements

You agree to maintain the condition and appearance of the Franchise location consistent with our standards. You may be required to periodically improve the appearance of your Franchise, including replacement of worn out or obsolete fixtures, furniture, signs, and repair to the exterior and interior of the Franchise location and decorating. If you fail or refuse to initiate a program to complete any required maintenance, we may complete the maintenance on your behalf and at your cost.

We have the right to require you to remodel and modernize the Restaurant to conform to our then-current System image but not more than once every five years. Capital expenses necessary for the repair and maintenance of the Franchise location, however, are not subject to this time restriction. You should expect to spend up to \$100,000 every five years during the Restaurant's operation for these expenses.

You may not make any material alterations to the Franchise location or material replacements of your equipment, fixtures, furniture or signs without our prior written approval.

Signage

You must prominently display and maintain signs of such design, color, number, location illumination and size as we may reasonably require. All of your signs must bear the Proprietary Marks. You must obtain all permits and comply with all codes, regulations and ordinances applicable to the display of your signs. You are responsible for the maintenance and repair of the signs.

We require the usage of digital menu boards. These systems consist of four digital flat screen monitors networked to a CPU with image software and proprietary image sequences specified by us and available through approved vendors. We will help you to determine the number and positioning of monitors to be installed in the Restaurant. You are responsible for the maintenance and repair of the monitors.

Insurance Specifications

Before you open your Restaurant, you must obtain certain minimum insurance coverage written by an insurance company with an A.M. Best Rating of at least A Minus VII, naming us as an additional insured, as described in the Franchise Agreement or Manuals. We may require that you increase insurance limits or have new types of coverage added to your policy. You must maintain this insurance coverage during the entire term of the Franchise Agreement from a responsible carrier that is acceptable to us. Our current insurance requirements are summarized below:

1 Commercial General Liability insurance including product liability, premises liability, advertising injury or insult, and Hired & Non-owned Auto liability, with minimum coverage of \$1,000,000 combined single limit per occurrence with not less than \$2,000,000 in the general aggregate per year.

2 Commercial Auto Liability for all company owned Autos of not less than \$1,000,000 combined single limit per occurrence.

3 Property Coverage written on a special form covering the total insured value of tenant's betterments and improvements and business personal property on a replacement cost basis, when permitted.

4 Workers Compensation and Employer's Liability Insurance as required by law, in no event less than \$100,000 per accident/\$500,000 disease policy limit/\$100,000 for disease-each employee.

5 Umbrella Liability that provides coverage for all underlying liability policies in an amount of \$1,000,000 per occurrence and in the aggregate combined single limit.

6 Employment Practices Liability Coverage in an amount of your selection.

Advertising Specifications

You may place advertising in any media, so long as your advertising has been approved in writing by us in advance. We require that you obtain our approval at least 10 days before your use of any advertising material, unless we have approved the advertising materials previously and not later disapproved them.

We will typically notify you of approval of any proposed advertising within 10 business days after our receipt of your written request for approval and samples of the materials. We may, in our sole discretion, deny or withdraw approval of your advertising materials if we determine that the materials do not fit within our promotional concept for the System, or that the advertising materials are or may be

damaging to the System or its reputation. Any plan or material submitted that is not approved within 10 days after submission is deemed disapproved. All advertising must be conducted in a dignified manner and must be accurate.

Electronic Ordering System

You are required to participate in the electronic ordering system that we specify from time to time in the Manual, which will allow you to take orders from customers electronically.

Records and Accounting

You must maintain complete and accurate records of all sales, marketing activities, closeout sheets, payroll and accounts payable in accordance with our standard accounting system. You must supply quarterly profit & loss statements and other financial information we specify in a format determined by us. On 30 days' advance written notice, we may prepare the financial statements for your Franchise that are required under the Franchise Agreement based on financial and accounting information we obtain directly from your computer system. We may charge you a reasonable fee in connection with our preparation of such financial statements.

You are required to provide us an annual business plan in a form and at a time we specify.

Computer Equipment

You must purchase and use computerized point of sale cash and data capture and retrieval systems that meet our specifications and record all sales at or from the Restaurant location electronically.

You also must purchase and install data processing equipment, computer hardware, required dedicated telephone, DSL and power lines, high speed Internet connections, modems, printers and software and other computer related accessory or peripheral equipment as we periodically may specify in the Manuals or otherwise in writing. If you purchase a proprietary software program that we develop for managing the Restaurant, you will be required to sign a standard form software license or similar agreement, input and maintain in your computer the software programs, data and information as we require and purchase from us, at prices and upon terms that we determine, the proprietary software programs, manuals and computer-related materials whenever we decide to use new or upgraded programs, manuals or materials throughout the System.

ITEM 9

FRANCHISEE'S OBLIGATIONS

The following table lists your principal obligations under the Franchise Agreement and Development Agreement. It will help you find more detailed information about your obligations in the agreements and in other items of this disclosure document.

	OBLIGATION	SECTION(S) IN AGREEMENTS	DISCLOSURE DOCUMENT ITEM(S)
a	Site selection and acquisition/lease	Sections I A. and III of the Franchise Agreement, Section I A. of the Development Agreement	Items 5, 7, 8 and 11

	OBLIGATION	SECTION(S) IN AGREEMENTS	DISCLOSURE DOCUMENT ITEM(S)
b	Pre-opening purchases/leases	Sections III, IV, VIII A., X.G, X.H., X.I, X.L and XIV of the Franchise Agreement	Items 5, 7, 8, 11 and 16
c	Site development and other pre-opening requirements	Sections III, IV, VIII A., X.G, X.H., X.I, X.L and XIV of the Franchise Agreement, Section I A. of the Development Agreement	Items 5, 7, 8, 11 and 15
d	Initial and ongoing training	Sections V, VI.A, VI.C and X.K. of the Franchise Agreement	Items 6, 7, 11 and 15
e	Opening	Sections III.B of the Franchise Agreement, Section I of the Development Agreement	Items 6, 7, 8, 11 and 16
f	Fees	Sections I.A.1, II B 4, III A.2, V, VII, VIII, IX B, IX.C, X.G, X.T, X.U, XIV E, XIX.B, and XXII.E of the Franchise Agreement; Sections I D, III, VIII B and IX.E of the Development Agreement	Items 5, 6, 7 and 11
g	Compliance with standards and policies/Operating Manuals	Sections III, IV, VIII, IX, X, XI, XII, XIII, XIV and XVIII of the Franchise Agreement, Sections I A. and V of the Development Agreement	Items 8, 11, 13, 14, 15 and 16
h.	Trademarks and proprietary information	Sections XI, XII and XVIII of the Franchise Agreement; the Confidentiality/-Nondisclosure Agreement, Section V of the Development Agreement	Items 13 14, 15 and 17
i	Restrictions on products/services offered	Section X.D of the Franchise Agreement	Items 8, 11 and 16
j	Warranty and customer service requirements	Section X.R. of the Franchise Agreement	Not Applicable
k.	Territorial development and sales quotas	Section I of the Franchise Agreement, Section I of the Development Agreement	Items 1, 5, 11 and 12
l	Ongoing product/service purchases	Subsections D, E, H, J and M of Section X of the Franchise Agreement	Items 6, 8 and 16
m.	Maintenance, appearance and remodeling requirements	Sections II B 2, III.B, IV, subsections A, B, G and H of Section X and XIII C of the Franchise Agreement.	Items 7 and 8
n.	Insurance	Section XIV of the Franchise Agreement	Items 6 and 8
o	Advertising	Sections VI D, VII B, VIII and X N of the Franchise Agreement	Items 6, 7, 8 and 11
p	Indemnification	Sections XI C, XVI.K.11, XVII.B and XX of the Franchise Agreement, Section X.C of the Development Agreement	Item 6

	OBLIGATION	SECTION(S) IN AGREEMENTS	DISCLOSURE DOCUMENT ITEM(S)
q	Franchisee's participation/management staffing	Sections X.K. and XVI K.7 of the Franchise Agreement	Items 11 and 15
r	Records and reports	Section IX of the Franchise Agreement	Items 8 and 11
s	Inspections and audits	Section IX.C of the Franchise Agreement	Items 6 and 11
t	Transfer	Section XIX of the Franchise Agreement, Section VIII of the Development Agreement	Items 6 and 17
u	Renewal	Section II B of the Franchise Agreement	Items 6 and 17
v	Post-termination obligations	Section XVI of the Franchise Agreement, Section VII of the Development Agreement	Item 17
w	Non-competition covenants	Section XVIII of the Franchise Agreement, Section VII.B of the Development Agreement	Items 15 and 17
x	Dispute resolution	Section XXII of the Franchise Agreement, Section IX. of the Development Agreement	Items 6 and 17
y	Other – Guest Satisfaction Programs	Section X.S of the Franchise Agreement.	

ITEM 10

FINANCING

We do not offer any direct or indirect financing. We do not guarantee your note, lease or obligation.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

Pre-Opening Obligations

Before you open the Restaurant, we will

- A. Review your proposed lease agreement and provide consultation as we deem appropriate with respect to site selection, which may include one on-site evaluation free of charge (no last not more than two days unless otherwise agreed by us). We also will review any proposed location for the Franchise's premises and will approve or disapprove such location. (Franchise Agreement, Section III A.)

- B If you enter into a Development Agreement, designate the geographical region in which you must open or offer, as applicable, all of your Restaurants (Development Agreement, Section I)
- C Assist you in the layout and design of the Restaurant. (Franchise Agreement, Section III B)
- D Identify the equipment, materials and supplies necessary for the Franchise to begin operations, including the minimum standards and specifications that must be satisfied and the suppliers from whom these items may be purchased or leased. (Franchise Agreement Sections IV, X.F and X.G)
- E Provide initial training for up to three persons at times and locations designated by us and provide on-site training at the Restaurant. (Franchise Agreement, Section V)
- F We will lend you, for the term of the Franchise Agreement, a copy of the Manuals, which may be provided in electronic form. (Franchise Agreement, Section VI.B)

Obligations After Opening

During the operation of the Restaurant, we will

- A. Provide additional or refresher training courses at times and locations we designate and provide initial training for any subsequent Managers of your Franchise on your reasonable request and subject to the availability of our personnel (Franchise Agreement, Sections V C and V D)
- B Provide consulting services on your reasonable request and subject to the availability of our personnel (Franchise Agreement, Sections VI.C and VI.D)
- C Advise you periodically concerning suggested retail prices. This advice is not mandatory, but a recommendation only (Franchise Agreement, Section VI.E)
- D Provide you with a list of approved suppliers for all products and services necessary to operate the Restaurant and evaluate proposed suppliers and substitute products and services to determine whether they meet our standards and specifications (Franchise Agreement, Sections IV, X.F and X G)
- E Review advertising materials that you submit. (Franchise Agreement, Section VIII.G)
- F Be entitled, in our sole discretion, to modify periodically the System, including changes to the Manuals, menu and menu formats, required equipment, signage, building and premises of the Restaurant (including trade dress, decor and color schemes), presentation of the Proprietary Marks, adoption of new administrative forms and methods of reporting and payment of monies owed and adoption and use of new or modified Proprietary Marks or copyrighted materials (Franchise Agreement, Section XIII A.)

Advertising

All advertising must be conducted in a dignified manner, and must conform to standards and requirements specified by us. You may not advertise the Restaurant in connection with any other business except with our prior written approval. You may use your own advertising materials, so long as such materials have been approved by us in advance (Franchise Agreement, Sections VIII.D and X.N)

Our source of advertising may be our in-house advertising department, or a national or regional advertising agency. Our advertising may be in any form of media and may be conducted on a local, regional or national level. (Franchise Agreement, Section VIII.)

There are four funds related to marketing and advertising, which we currently have or may establish in the future: (1) the Creative Fund, (2) the National Ad Fund, (3) the Local Marketing Fund, and (4) Regional Co-op Funds. (Franchise Agreement, Section VIII.)

We reserve the right to allocate marketing requirements amongst these four categories. Currently, we allocate 1.5% to Local Marketing and 1.0% to the Creative Fund. We may allocate up to 6% of Gross Revenues amongst these four categories but we will not increase the aggregate amount by more than 2% in any calendar year and 30-days notification will be provided before any required change. (Franchise Agreement, Section VIII C.)

Creative Fund and National Ad Fund We have established a program for the development of materials for the promotion of our Franchises (“**Creative Fund**”). Proceeds from the Creative Fund are used to cover the costs of advertising, marketing, public relations, promotional programs and materials (which may be national or regional in scope) and/or any other activities that SF believes would benefit the system. (Franchise Agreement, Section VIII D.)

You must pay a percentage of the Net Revenues generated at your Restaurant (currently 1.0% of the Net Revenues) to the Creative Fund. We may also direct you to pay a portion of such funds to a Regional Co-op (as described below). (Franchise Agreement, Section VIII D.)

We have the right to establish, but have not yet established, a National Ad Fund that will conduct marketing, advertising, public relations and Promotional programs for all Restaurants. Once established, we have the right to conduct advertising through the National Ad Fund as we determine. Once established, you must pay a percentage of the Net Revenues generated at your Restaurant to the National Ad Fund. (Franchise Agreement, Section VIII F.)

We have the right to direct all programs supported by the Creative Fund and National Ad Fund, with final discretion over creative concepts, the materials and media used in the programs and their placement.

Restaurants operated by our affiliates contribute to the Creative Fund (and will contribute to the National Ad Fund) on the same basis as other franchisees at traditional locations. We will separately account for these monies, but we are not required to segregate these monies from our other monies. Any monies that are not spent in the fiscal year in which they accrue will be carried over into the following fiscal year. Upon written request, we will make available to you a statement of monies collected and costs incurred by each fund on an annual basis. We are not required to audit either fund, but may do so if we deem necessary. We are not required to spend any amount from either fund in the specific area or territory where your Franchise is located or to ensure that your Franchise benefits you in proportion to your contributions to either fund. We will administer each fund. The funds are not trust funds, and we do not have any fiduciary duty to you with respect to their administration, activities, or expenditures.

We will have the right to charge both funds for the reasonable administration cost and overhead that we incur in the activities reasonably related to the direction and implementation of the funds. We do not use any money from either fund for advertising that is principally a solicitation for the sale of franchises.

During the period December 28, 2014 to December 28, 2015, of the total monies spent by the Creative Fund 39% was spent on agency and production support; 30% was spent on online and social media purchases, 20% was spent on general administrative and support; and 11% was spent on direct promotions support.

Local Marketing Currently, you must spend a minimum of 1.5% of your Net Revenues for local store marketing in authorized advertising media and for authorized advertising expenditures, as we determine. We may also direct you to pay a portion of such funds to a Regional Co-op (as described below).

We encourage you to spend additional monies on your local store marketing beyond that requirement. If we direct you to spend amounts on approved local marketing, you must send us documentation supporting that you have expended this amount on a designated basis.

Regional Co-ops You may also be required to join and contribute to a regional advertising and sales promotion cooperative ("Co-op") that will be comprised of a group of franchisees in a geographic area defined by us. As of the date of this disclosure document, we have not established any Co-ops (Franchise Agreement, Section VIII E).

We have the right to create such Co-ops as required, and to decide how they will be run and the authority to change, dissolve and merge Co-ops. We or our designee (such as an advertising company) may be responsible for the administration of additional Co-ops. It is currently contemplated that such Co-ops will adopt written governing documents and that these documents will be available for review by franchisees that are members of the relevant Co-op. In addition, it is anticipated that such additional Co-ops will be required to prepare and maintain records of expenditures made by the Co-op and that these records will be available for review by franchisees that are members of the relevant Co-op. However, the specific manner in which additional Co-ops will be organized and governed has yet to be determined. (Franchise Agreement, Section VIII E)

One function of the Co-op is to establish an incremental local marketing pool of which extra funds may be used for Restaurant advertising only and for the mutual benefit of each Co-op member. If you must join a Co-op, you must contribute to the pool in accordance with the rules and regulations of the Co-op, as determined by its members. Amounts contributed to the advertising pool will not be counted towards your mandatory Creative Fund contributions or minimum local marketing requirement. Our company-owned locations and those owned by our affiliates will contribute to the Co-op on the same basis as other franchisees. (Franchise Agreement, Section VIII E)

Advisory Council

We have established a Franchisees Advisory Council ("FAC") which serves in an advisory capacity only with respect to a variety of issues, including operations, technology, procurement and advertising and promotional activities. The FAC is governed by by-laws. The purpose of the FAC is to promote communications between us and all franchise owners. The FAC has up to six members. Five members are elected by franchisees on a per-unit basis and one is appointed by us. We have the power to form, change, or dissolve the FAC.

Electronic Advertising, Marketing, and Communication

You may not use the Proprietary Marks in any Internet domain name or e-mail address, in the operation of any Internet web site, on a social networking site, for marketing purposes on mobile devices or in association with any other future technological avenue without SF's prior written consent. SF may grant or withhold its consent in its sole discretion and may condition its consent on such requirements as

SF deems appropriate, including, among other things, that you obtain SF's written approval of (1) any supplier of such services, (2) any and all Internet domain names and home page addresses related to the Restaurant, (3) the proposed form and content of any web site related to the Restaurant, (4) your use of any hyperlinks or other links, (5) your use of any materials (including text, video clips, photographs, images and sound bites) in which any third party has an ownership interest, and (6) any proposed modification of your web site. SF may designate the form and content of your web site or require that any such web site be hosted by us or a third party who SF designates, using one or more web sites that SF owns or controls. SF may charge you a fee for developing, reviewing and approving your web site and for hosting the web site. Currently, we do not permit you to establish a web site for or relating to the Restaurant. (Franchise Agreement, Section X.P)

Manuals

On request, we will permit you to view all of our Manuals at our headquarters in Charlotte, NC before you purchase the Franchise. To protect the confidentiality of the Manuals, we will require you to sign a Confidentiality/Nondisclosure Agreement before you view the Manuals. (See **Exhibit H** to this disclosure document)

Location Selection

Under the Franchise Agreement, you must operate the Franchise at a single location acceptable to us. You must submit potential location materials to us, describing the proposed location. We will respond within 30 days after our receipt of all required information either accepting or rejecting (with reasons) the proposed location. You acknowledge and agree that our approval of a site for your Franchise is not and will not be construed as a guarantee or assurance that the Franchise will be profitable or successful.

Some of the factors that we consider in evaluating sites include general location and neighborhood, distance from neighboring franchise territories, proximity to major roads and residential areas, traffic patterns, lease or purchase terms, demographic characteristics of the area and other factors. See the Manuals for details. We generally do not own the premises and lease it back to you.

If you are not able to locate a suitable site and secure a lease agreement that we have approved within 180 days after you sign the Franchise Agreement, we have the right to terminate the Franchise Agreement and keep the Initial Franchise Fee. (Franchise Agreement, Section XV C 11)

In addition, you must open the Franchise within 180 days after securing the site and obtaining our written approval of the lease agreement or purchase agreement for the site. If you do not open your Restaurant within this time period, we can terminate the Franchise Agreement and keep the Initial Franchise Fee. (Franchise Agreement, Section XV C 11)

Start-Up Time

The typical length of time between signing the Franchise Agreement and opening for business is estimated to be between six and 12 months. Factors that will affect the length of time it takes you to open for business include your ability to obtain a lease, financing, permits, compliance with local ordinances and restrictions, construction of the leasehold improvements, availability, delivery and installation of fixtures, signs and equipment and completion of required training.

Computer Requirements

You must purchase or maintain computer equipment, and purchase or license software, that meets our standards. We may amend our required specifications relating to your computer equipment and software, and you must upgrade or update, as necessary and at your expense, any of your computer hardware or software to comply with these specifications. There are no contractual limitations on our ability to require you to update your computer system (Franchise Agreement, Sections IV, IX.A, X.T and XIII)

The computer system will be used in your business to manage cash control, inventory control, labor scheduling, sales forecasting and menu and price change control, among other things. The data collected generally includes financial information regarding sales, labor and inventory, including sales per hour, number of employees per shift, hours worked per employee, deposits, daily sales, sales adjustments, as well as detailed cashier activity reports. We will have independent access to all data stored in the computer system. There are no contractual limitations on our right to retrieve data and information in your computer system (Franchise Agreement, Section X.T)

In 2016, we selected PAR-BRINK POS as the sole approved supplier of point-of-sale (“POS”) systems to franchisees and Netsurion (formerly known as VendorSafe Technologies) as the sole provider of PCI Compliance services to franchisees. Neither we nor any of our affiliates receive any consideration from PAR-BRINK POS or Netsurion as part of this designation.

Your POS system will consist of a two-terminal PAR EverServ500 BRINK software image installation featuring two traditional touch screen terminals with cash registers and receipt printers. The installation will require Software as a Service (“SAAS”) fees for access to the Brink cloud server database as well as use of Brink core POS, Loyalty, Kitchen Video, online/mobile ordering, POS phone support modules. The initial purchase of this system is currently estimated at \$4,827.50 inclusive of all POS equipment and installation. SAAS fees payable to Par-Brink each month are currently estimated to be \$300 a month for a Restaurant.

You are required to maintain secure and PCI compliant computer networks for the handling of customer information. Netsurion is the specified supplier of PCI compliance services for Salsanta’s Fresh Cantina franchises. Netsurion services include consultation on completing PCI compliance steps as well as a managed network service that will maintain, document and test your POS system for PCI compliance and report deficiencies to you for repair. Netsurion will maintain a network firewall on your behalf and provide network management support on a monthly fee basis. The monthly fees are currently \$65 per month.

You must maintain your restaurant technology systems and keep it in good repair. You are responsible for on-going maintenance and support for your technology systems. Newly purchased equipment typically is under warranty by the vendor for the first year of service. We estimate the annual costs of maintenance and repair costs to range between \$800 and \$1,200 per year, per Restaurant, depending on the nature of the service contract selected. We are not obligated to provide, or to assist you in obtaining, the computer items or services described above and are not obligated to provide ongoing maintenance, repairs, upgrades, or updates. (Franchise Agreement, Section X.T)

You must purchase and maintain virus protection software for all computer systems within your restaurant. We estimate that ongoing virus protection licenses will cost approximately \$120 - \$150 per year per computer. An additional computer system will run the software for your digital menu boards. Currently, the approved supplier for Digital Menu Boards is Visual Impressions of Charlotte, NC. We estimate the annual maintenance expenses to be \$900, which is paid to Visual Impressions.

Training

Before your Restaurant opens and within a reasonable time after you sign the Franchise Agreement, you (or, if the franchisee is an entity, the Operating Principal), the Manager, and at least two other individuals with management responsibility over the day to day operation of the Restaurant (e.g. an assistant manager) must personally attend our initial training program, which will last approximately 27 days or longer if we require. We will train up to three persons at no additional charge. Each attendee must complete the training to our satisfaction. You are responsible for the costs of travel, lodging, meals, salaries and benefits for your employees and agents attending initial training. We will permit you to send additional persons to initial training on a space-available basis, but you may be required to pay a fee for each additional person as outlined in the Manuals, as well as the cost of materials provided. If, at any time, you hire a new Manager, he or she must attend and satisfactorily complete the initial training program. (Franchise Agreement, Sections V A. and V D.)

The initial training program will be conducted by us at our headquarters (currently, Charlotte, North Carolina) and at one or more of our affiliate-owned Restaurants or franchised Restaurant in Charlotte, North Carolina, unless we designate other locations. Initial training must be completed approximately six weeks before the opening of the Restaurant. Initial training is conducted as often as we deem necessary, in our sole discretion.

Approximately one week before you open the Restaurant, and up to one week following the opening, we will send a trainer to the Restaurant to provide an on-site training program. The on-site training program will last approximately one week, in our sole discretion. We currently require that you, or if the franchisee is an entity, the Operating Principal, and the Manager be at the Restaurant at all times during the on-site training program. Each attendee of our on-site training program must complete it to our satisfaction.

Initial training and on-site training are provided by, or under the direction of, Marlo Michaels, our Director of Training. Ms. Michaels has supervised our training program since September 2013 and has approximately 12 years of restaurant training experience. Other experienced employees of SF and its affiliate, SR, may also participate in providing training to new franchisees and their employees under Ms. Michaels' supervision. The instructional materials will consist of the Manuals and other materials prepared periodically by SF for training purposes.

As of the date of this disclosure document, SF's initial training program includes

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING*	HOURS OF ON THE JOB TRAINING*	LOCATION
Salsarita's University Online Training Modules	4 hours	0 hours	Online training currently available through an e-learning web portal
Orientation	4 hours	2 hours	Our headquarters and at other franchised and affiliate-owned Restaurants in the Charlotte, NC area, as we designate, or online
Guest Service	1 hour	2 hours	Our headquarters and at other franchised and affiliate-owned Restaurants in the Charlotte, NC area, as we designate, or online

SUBJECT	HOURS OF CLASSROOM TRAINING*	HOURS OF ON THE JOB TRAINING*	LOCATION
Food Preparation	1 hours	20 hours	Our headquarters and at other franchised and affiliate-owned Restaurants in the Charlotte, NC area, as we designate, or online
Line Positions	2 hours	30 hours	Our headquarters and at other franchised and affiliate-owned Restaurants in the Charlotte, NC area, as we designate, or online
Cash Handling & Security	2 hours	4 hours	Our headquarters and at other franchised and affiliate-owned Restaurants in the Charlotte, NC area, as we designate, or online
Ordering and Receiving	2 hours	4 hours	Our headquarters and at other franchised and affiliate-owned Restaurants in the Charlotte, NC area, as we designate, or online
Labor Scheduling and Cost Control	3 hours	2 hours	Our headquarters and at other franchised and affiliate-owned Restaurants in the Charlotte, NC area, as we designate, or online
Food Inventory and Cost Control	2 hours	4 hours	Our headquarters and at other franchised and affiliate-owned Restaurants in the Charlotte, NC area, as we designate, or online
Store Opening Procedures	2 hours	40 hours	Our headquarters and at other franchised and affiliate-owned Restaurants in the Charlotte, NC area, as we designate, or online
Store Closing Procedures	2 hours	24 hours	Our headquarters and at other franchised and affiliate-owned Restaurants in the Charlotte, NC area, as we designate, or online
Catering Training and Marketing	4 hours	16 hours	Our headquarters and at other franchised and affiliate-owned Restaurants in the Charlotte, NC area, as we designate, or online
Business Review & Profit and Loss	0 hours	3 hours	Onsite at your restaurant following your grand opening
Validation and Final Testing	2 hours	4 hours	Our headquarters and at other franchised and affiliate-owned Restaurants in the Charlotte, NC area, as we designate, or online

* All listed times are approximate

In addition, we may also require that your employees whom we designate attend and successfully complete, at your cost, a ServSafe food safety training and certification program as administered by the National Restaurant Association Educational Foundation.

You and any other designated employees, including all new Managers, must attend and satisfactorily complete any refresher or other training programs that we require after your Restaurant begins operations. These courses may be conducted at our headquarters or at any other locations selected by us. We may charge a fee and materials cost for additional/refresher training courses and with respect to initial training for new Managers. You are responsible for the costs of travel, lodging, meals, salaries and benefits for your employees and agents attending additional training (Franchise Agreement, Section VC.)

All classes are scheduled by advance written notice to all franchisees. Our class cancellation policies will be included in the written notice of class schedules.

ITEM 12

TERRITORY

The Franchise will be conducted at a site you select, subject to our approval.

As long as you remain in compliance with the Franchise Agreement, SF and its affiliates will not establish, or grant to any person any license to establish, Salsanta's Fresh Cantina® Restaurants in an agreed-upon geographic area ("Territory")

The criteria used for determining the boundaries of your Territory will include the population base, the growth trends of the population base and the apparent degree of affluence of the population, major and restricting topographical features which define contiguous areas such as rivers, mountains, major roads and underdeveloped lands and the density of residential and business entities. The minimum Territory granted is a one-mile radius from the Franchise, with the exception of Franchises located in urban areas. Franchises located in urban areas may have a minimum Territory comprising the building or other structure in which the Franchise is located.

The Franchise Agreement does not provide you with any options, rights of first refusal, or similar rights to acquire additional Franchises within the Territory or areas contiguous to the Territory. Multiple Franchise Agreements may exist under one Development Agreement.

Continuance of your limited exclusive rights in the Territory is not contingent on you achieving a certain sales volume, market penetration or other contingency, except that you must remain in compliance with the Franchise Agreement. The size of your Territory may not be altered unless we mutually agree to modify the size in writing. We do not restrict the areas in which you may advertise or solicit customers. However, except with respect to catering (as described below), you do not have the right to use other channels of distribution, including the Internet, catalog sales, telemarketing or other direct marketing.

The Development Agreement grants an Area Developer the right to open an agreed upon number of Restaurants over an agreed upon period of time in an exclusive Development Area. Under the Development Agreement, so long as you develop and operate a specified number of Restaurants over a fixed period of time within the Development Area, you will have the exclusive right to establish and operate Restaurants within the Development Area until the date you were scheduled to open your last Restaurant under your development schedule in your Development Agreement. The right of exclusivity may be terminated by SF if SF has the right to terminate any other agreement between you and SF or if the number of Restaurants open and operating in the Development Area falls below the minimum number required to be operated and operating at a particular time under your Development Agreement.

Otherwise, continuation of your territorial exclusivity under the Development Agreement does not depend on achievement of a certain sales volume, market penetration or other contingency

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. SF and its affiliates may establish Restaurants outside of the Territory or Development Area and grant licenses to third parties with respect to Restaurants, and you have no right to restrict or control the development of such Restaurants. We may also offer and sell franchises and establish SF and affiliate-owned units which sell similar products or may allow others to sell similar products under different marks at any location. In addition, we reserve the right on our own or through an affiliate, or through its franchisees, to develop, or license others to develop, non-traditional locations under the Proprietary Marks, both inside and outside the Territory and the Development Area, which may be located in places such as airports, stadiums, educational institutions (including colleges & universities), bus stations, factories, federal, state or local government facility (including military bases), hospitals and other health care facilities, recreations facilities, schools, warehouse clubs, seasonal facilities, casinos, theaters, museums, theme parks, train stations, enclosed regional shopping malls, lifestyle centers and workplace cafeterias. We and our affiliates may also sell various menu items and products identified by the Proprietary Marks within your Territory or Development Area through supermarkets, by mail, the Internet or other alternative means of distribution.

Other Salsanta's franchisees, and other retailers, may market and place advertising in your Territory or Development Area.

Relocation of the Restaurant is subject to our prior written consent. The proposed new location of the Restaurant must be suitable for the operation of a Restaurant, in our discretion, and located within your Territory. We will evaluate any proposed relocation site based on the then-current criteria we use to evaluate prospective franchise restaurant sites. You are responsible for all costs involved in any relocation, including the payment of a relocation fee to us.

You have the right to provide off-premises catering services of authorized Salsanta's food products and beverages to businesses and other locations within your Territory, provided you follow all procedures and menu requirements, purchase all supplies, products and ingredients through approved suppliers, and otherwise follow the Manual (as defined in Section X.Q of the Franchise Agreement) as to catering. You may, on a non-exclusive basis, offer catering services outside of your Territory; however, SF may, in its sole discretion at any time and from time to time, restrict the areas in which you are permitted to offer catering services outside of your Territory.

There are no restrictions on our ability to solicit or accept orders from customers at any location, nor must we compensate you if we solicit or accept orders in your Territory or Development Area. We reserve the right to engage in the distribution of products on the Internet, and to restaurants, grocery stores, caterers and other outlets, under the Proprietary Marks or other names and marks. We do not currently operate, or franchise the operation of, any other business selling under different trademarks any products or services similar to the products and services offered by Restaurants, and we presently do not have any plans to do so, however, we reserve the right to do so in the future.

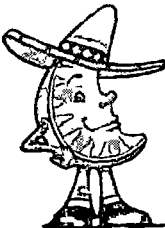
We and our affiliates may merchandise and distribute goods and services identified by the Proprietary Marks (or different proprietary marks) through methods or channels of distribution other than restaurants. You have no right under the Development Agreement or Franchise Agreement to operate any Restaurant for which a Franchise Agreement has not been executed.

ITEM 13

TRADEMARKS

Under the Franchise Agreement, SF grants you the right and license to use the Proprietary Marks and the System solely in connection with your Franchise. You may use the marks "Salsarita's®" and "Salsarita's Fresh Cantina®" and such other Proprietary Marks as are designated in writing by us for your use, and you may use them only in the manner authorized and permitted by us. You may not directly or indirectly contest our ownership of or rights in the Proprietary Marks. We have the right, upon reasonable notice to you to change, discontinue, or substitute any of the Proprietary Marks and adopt new Proprietary Marks for use with the System without any liability for any diminishment of the System. You must implement any such change at your expense within the time that we specify.

Holdings is the owner of the Proprietary Marks, including the principal Proprietary Marks identified in the table below. We have entered into a license agreement with Holdings which grants us a 99 year license to use, and license others to use, the Proprietary Marks. These principal Proprietary Marks have been registered with the United States Patent and Trademark Office ("USPTO") on the Principal Register, and all required affidavits of continued use have been filed and accepted.

Description of Mark	Registration Date	Registration Number
Salsarita's (typed)	July 3, 2001	2,466,514
	May 22, 2012	4,146,380
	May 22, 2012	4,146,373
	November 13, 2012	4,241,338

Description of Mark	Registration Date	Registration Number
	November 6, 2012	4,236 955
	November 6, 2012	4,236,957
CANTIZZA	November 27, 2012	4,251,627
CASARITO	November 27, 2012	4,251,628
<i>Salsaritas</i>	July 24, 2001	2,472,250
<i>Salsaritas</i> Fresh Cantina	November 1, 2005	3,009,919

There are no effective material determinations of the USPTO, the Trademark Trial and Appeals Board, the Trademark Administrator, or any state or any court relating to the Proprietary Marks. There is no pending infringement, opposition or cancellation. There is no pending material litigation involving the Proprietary Marks.

There are no agreements currently in effect which limit our right to use or license the use of the Proprietary Marks in a manner material to the Franchise. The logo is part of the Proprietary Marks.

You are required to notify us in writing of any apparent infringement of, or challenge to, your use of the Proprietary Marks, of which you become aware. You are also required to notify us in writing of any claim by any person of any right in the Proprietary Marks or any similar trade name, of which you become aware. We are not required to take affirmative action when notified of these uses or claims and we are not required to defend or indemnify you against any claims of infringement or unfair competition arising out of your use of the Proprietary Marks, even if you are a party to an administrative or judicial proceeding and the proceeding is resolved unfavorably to you. If litigation involving the Proprietary

Marks is instituted or threatened against you, the Franchise Agreement requires you to notify us promptly and cooperate fully with us in defending or settling any resulting litigation. However, we will have exclusive control over any administrative proceedings or litigation.

If it becomes advisable at any time in our sole discretion, for you to modify or discontinue use of the Proprietary Marks, and/or use one or more additional or substitute trade names, trademarks, service marks, or other commercial symbols, you must comply with our directions within a reasonable time after we notify you. We will have no liability or obligation whatsoever with respect to your modification or discontinuance of the Proprietary Marks. You must agree that any costs for modifying or changing the Proprietary Marks will be borne by you and such modification or change of Proprietary Marks will be completed by you within a reasonable period of time after we notify you.

We have no actual knowledge of either superior prior rights or infringing uses that could materially affect your use of the Proprietary Marks in any state.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights No patents or patents pending are material to the franchise. We claim copyrights in the Manual (which contains trade secrets), advertising and marketing materials, certain operations literature, our web site, and similar items used in operating Restaurants. We have not registered these copyrights with the United States Registrar of Copyrights, but need not do so at this time to protect them. You may use these items only as we specify (and must stop using them if we so direct you).

There are currently no material determinations or proceedings of the United States Patent and Trademark Office, the United States Copyright Office, or a court regarding our copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

We have no obligation to protect a copyright or to defend you against claims arising from your use of copyrighted material. We also are not required to take affirmative action when notified of instances of potential infringement and are not required to participate in your defense or indemnify you.

Confidential Operations Manuals Under the Franchise Agreement, you must operate the Franchise in accordance with the standards, methods, policies, and procedures specified in the Manuals. You will be loaned a copy of the Manuals for the term of the Franchise Agreement, when you have completed the initial training program to our satisfaction. You must operate your Restaurant strictly in accordance with the Manuals, as we may revise it periodically. You must at all times treat the Manuals and the information in it as confidential, in accordance with the requirements of the Franchise Agreement.

You must treat as confidential the Manuals and any other materials created for or approved by us for the operation of your Franchise. You must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record or otherwise make them available to any unauthorized person. The Manuals will remain our sole property and must be returned in the event that you cease to be a franchisee.

We may periodically revise the contents of the Manuals, and you must comply with each new or changed provision. You must ensure that the Manuals are kept current at all times. In the event of any dispute as to the contents of the Manuals, the terms of the master copies maintained by us at our principal place of business will be controlling.

Confidential Information and Trade Secrets The Franchise Agreement requires you to maintain all Confidential Information and trade secrets of SF as confidential both during and after the term of the Franchise Agreement. “**Confidential Information**” means all of SF’s confidential and proprietary business information and includes, among other things, the Manuals. You may not at any time disclose, copy or use any of SF’s Confidential Information or trade secrets except as necessary to perform your obligations under the Franchise Agreement and Development Agreement, as applicable. You must take reasonable steps to prevent its improper disclosure to others and use non-disclosure and non-competition agreements with those having access to such information. We may regulate the form of confidentiality agreement that you use.

Newly Developed Products and Services You must fully and promptly disclose to us all ideas, names, concepts, methods, recipes and techniques relating to the development, operation or promotion of your Restaurant, which you or your staff conceive or develop. We will have the perpetual right to use and authorize other franchisees to use such ideas, names, concepts, methods, recipes and techniques without any consideration to you.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You are not obligated to participate personally in the direct operation of the Restaurant, however, you must designate and retain an individual to serve as the Operating Principal, who will be principally responsible for the operation of the Franchise (“**Operating Principal**”). The Operating Principal must meet all of the following qualifications: (A) the Operating Principal must be an equity owner of at least 10% of the controlling entity of the Franchise, (B) the Operating Principal must, at a minimum, have full control over the day-to-day activities of the Restaurant and those other restaurants (that are franchised by us or our affiliates) operated by you in the same geographic area as the Restaurant, including control over employment decisions, the standards of operation and financial performance, (C) the Operating Principal must devote full-time and best efforts to supervising the operation of the Restaurant and those other restaurants (that are franchised by us or our affiliates) operated by you in the same geographic area as the Restaurant and may not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility; (D) unless waived in writing by us, the Operating Principal must maintain his primary residence within a reasonable driving distance of the Restaurant; and (E) we must have approved the Operating Principal, and not have later withdrawn that approval.

You must also employ a manager for the Restaurant (who may but need not be the same person as the Operating Principal) who, at all times, will be responsible for the day-to-day management of the Franchise and who demonstrates, to our reasonable satisfaction, that he or she meets our educational, managerial and business standards, possesses a good moral character, business reputation and credit rating, and has the aptitude and ability to operate the Franchise (“**Manager**”). There is no requirement that the Manager of your Franchise have an ownership interest in the franchising entity unless the Manager is also the Operating Principal.

You, or if the franchisee is an entity, the Operating Principal, the Manager and other management employees designated by us, must successfully complete our initial training program and other training

programs designated by us periodically, including a ServSafe food safety training and certification program administered by the National Restaurant Association Educational Foundation. At all times that the Restaurant is open for business, at least one person must be on site who has been trained in ServSafe and completed any other locally-required safety or health training

Each individual who holds an equity interest in the franchisee must personally guarantee all of the obligations of the entity franchisee under the Franchise Agreement and Area Development Agreement and agree to be bound by certain covenants contained in these agreements, including, among others, covenants against competition, disclosure of Confidential Information and regarding use of the Proprietary Marks and restrictions on transfer and assignment.

At our request, you must obtain and deliver signed covenants of confidentiality and non-competition from any persons who have an equity interest in the Franchise, or who receive or have access to training and other confidential information under the System. The covenants must be in a form satisfactory to us, and must provide that we are a third party beneficiary of, and have the independent right to enforce, the covenants

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must operate the Franchise in strict conformity with all prescribed methods, procedures, policies, standards, and specifications of the System, as described in the Manuals and in other writings issued by SF periodically. You must use the Restaurant only for the operation of the Franchise and may not operate any other business at or from the Restaurant without our express prior written consent.

You must be open for business each week for minimum hours and days as stated in our Manuals, unless you are limited by local government regulations or you obtain a written variance from us.

We require you to offer and sell only those goods and services that we have approved. We maintain a written list of approved goods and services in our Manuals, which we may change periodically.

You must offer all goods and services that we designate as required for all Franchises. In addition, we may require you to comply with other requirements (such as state or local licenses, training, marketing, insurance) before we will allow you to offer certain optional goods and services. We have the right to change the menu items, ingredients, products, materials, supplies and paper goods or the standards and specifications of each, and there are no limits on our ability to do so.

We reserve the right to designate additional required or optional services in the future and to withdraw any of our previous approvals. In that case, you must comply with the new requirements.

You may only sell products to consumers for consumer purposes (and not for resale). There are no limits with respect to your customers.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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.

THE FRANCHISE RELATIONSHIP

Franchise Agreement

	Provision	Section(s) in Franchise Agreement	Summary
a.	Length of the Franchise term	Section II A.	10 years from the date the Restaurant begins operations, but in no event more than 11 years
b.	Renewal or extension of the term	Section II B	2 renewal terms of 5 years each.
c.	Requirements for you to renew or extend	Section II B	Complied with Franchise Agreement; maintain possession of Franchise location and refurbishment, satisfied monetary obligations, signed current form of Franchise Agreement (which may contain materially different terms and conditions as the original agreement) and paid renewal fee, complied with qualification and training requirements, signed general release
d.	Termination by you	Section XV A.	You may terminate the Franchise Agreement if you are in compliance and SF has not cured a material breach within 30 days after notice
e.	Termination by us without cause	Not Applicable	The Franchise Agreement cannot be terminated without cause
f.	Termination by us with cause	Section XV B and C	We can terminate the Franchise Agreement only if you default.
g.	"Cause" defined-defaults which can be cured	Section XV B	You have 30 days to cure any breach of the Franchise Agreement, except those listed in subsection (h) below

	Provision	Section(s) in Franchise Agreement	Summary
h.	'Cause" defined-defaults which cannot be cured	Section XV C	Failure to pay any overdue amount to SF, its affiliate or a creditor after written notice, failure to pay any amount when due after 2 notices of non-payment within any 24 month period, failure to pay any creditor after written notice, cease operations at your Restaurant; failure to submit required financial statements and reports when due on 2 or more occasions during a 12 month period, intentional understating of Net Revenues or other material information, your bankruptcy, insolvency, or petition for relief, misrepresentation of information in Franchise Agreement or any other document, violation of prohibition against assignment and transfer by franchisee or any equity owner; you become bankrupt, insolvent, or unable to pay debts, you disclose our confidential information or trade secrets, you are convicted of a felony, morally-offensive crime, or engage in conduct harmful to the franchise system, failure to obtain approval for site within 180 days after execution of Franchise Agreement, failure to commence operations within 180 after approval of site, violation of non-compete provisions by franchisee or any equity owner; threat or danger to public safety results from the Restaurant or violation of any public health and safety law 24 hours after notice, operation of the Restaurant in an unlawful manner without any license or permit; misuse of the Proprietary Marks, default under the lease agreement for the premises that is not cured, failure to attend and successfully complete training, failure to obtain written approval of advertising plans and materials, offer of any product or service that is not approved, an event of default occurs under any other agreement between you or your affiliates and SF or its affiliates, you commit three or more breaches of the Franchise Agreement during any 12 month period, you fail to maintain operating standards on two or more occasions during any 12 month period and fail to correct operation deficiencies after notice

	Provision	Section(s) in Franchise Agreement	Summary
i	Your obligations on termination/non-renewal	Section XVI	Includes, among other things, satisfaction of monetary obligations, including obligation to pay liquidated damages, return of the Manuals and other Confidential Information, cancellation of assumed names and transfer of phone numbers, transfer of URLs, web pages, email accounts, social media accounts, cease using Proprietary Marks, cease operating Franchise, and your modification of the premises
j	Assignment of contract by SF	Section XIX.A.	No restriction on right to transfer by SF
k	Transfer” by you—defined	Section XIX.B	Any sale, assignment, transfer, conveyance, give away, pledge, mortgage or other encumbrance, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings) of any interest in you (if you are a business entity), the Franchise Agreement, the license, the franchise or any other assets relating to your operations under the Franchise Agreement
l	SF’s approval of transfer by you	Section XIX.B	We have the right to approve all transfers. If you are a business entity, we will consent to the transfer of 10% or less of your ownership interests if you comply with certain conditions
m	Conditions for our approval of transfer	Section XIX.B	Transferee meets current standards, does not operate a similar business and signs current form of Franchise Agreement, franchisee agrees to remain liable for obligations arising prior to the transfer; transferee signs current form of Franchise Agreement, satisfaction of monetary obligations, franchisee pays SF a transfer fee, sign a general release
n	SF’s right of first refusal to acquire your business	Section XIX.C	We have the option to match any offer for your Franchise
o	SF’s option to purchase your business	Sections XVI.I	We have the option to purchase your Franchise on termination or non-renewal
p	Your death or mental incapacity	Section XX	Same restrictions on transfer as any other transfer, but we may terminate the Franchise Agreement if interest is not transferred within 3 months
q	Non-competition covenants during the term of the Franchise	Section XVIII.C	No involvement in a competitive business during the term of the Franchise Agreement.

	Provision	Section(s) in Franchise Agreement	Summary
r	Non-competition covenants after the Franchise is terminated or expires	Section XVIII.C	No involvement in a competitive business for 2 years after termination of the Franchise Agreement from your Franchise location, within your Territory or a 2 mile radius of any other Restaurant. No involvement in a business licensing others to operate a competitive business for 2 years
s	Modification of the agreement	Section XXII.K	Must be in writing by both sides
t	Integration/ merger clause	Section XXII.K	Only the terms of the Franchise Agreement are enforceable. The integration/merger clause does not disclaim the representations in this disclosure document.
u	Dispute resolution by arbitration or mediation	Not Applicable	
v	Choice of forum	Sections XI.F, XII.C, XVIII.G and XXII.B	You can only file suit where our principal offices are located, we may file suit in the jurisdiction where our principal offices are located, where you reside or do business, where the Restaurant is or was located, or where the claim arose, subject to state law
w	Choice of law	Section XXII.A	North Carolina law applies, subject to state law

Development Agreement

	Provision	Section(s) in Development Agreement	Summary
a.	Length of the Development Agreement term	Section II	Expires on the date the last Franchise is to be opened, as specified in the Development Schedule attached to the Development Agreement.
b	Renewal or extension of the term	Not Applicable	
c	Requirements for you to renew or extend	Not Applicable	
d.	Termination by you	Not Applicable	You may terminate on any grounds available by law
e	Termination by SF without cause	Not Applicable	The Development Agreement cannot be terminated without cause
f	Termination by SF with cause	Section VI	We can terminate only if you default or if certain events (described in (h) below) occur
g.	"Cause" defined-defaults which can be cured	Not Applicable	Not Applicable

	Provision	Section(s) in Development Agreement	Summary
h.	'Cause" defined-defaults which cannot be cured	Section VI.A.	Failure to open and operate Facilities in accordance with the development schedule, failure to pay the development fee, an event of default occurs under any other agreement between you or your affiliates and SF or its affiliates and provides SF with termination right; you make a material misrepresentation on your application to own a Franchise, you disclose our Confidential Information, you engage in any activity that has a materially adverse effect on SF or the Proprietary Marks, you engage in a transfer without our approval, you commit 3 or more breaches of the Development Agreement during any 12 month period, your bankruptcy, insolvency, or filing a petition for relief
i.	Your obligations on termination/non-renewal	Section VI.C and VII	Includes payment of any and all amounts due, compliance with continuing obligations, covenant not to compete and return of Confidential Information and cease using Proprietary Marks, unless you have the right to retain the Confidential Information or use the Proprietary Marks under another valid agreement with SF, and providing SF with written proof of compliance
j.	Assignment of contract	Section VIII A.	No restriction on right to transfer by SF
k.	"Transfer" by you—defined	Section VIII B	Any sale, assignment, transfer, conveyance, give away, pledge, mortgage or other encumbrance, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings) of any interest in you (if you are a business entity), the Development Agreement or any other assets relating to your operations under the Development Agreement.
l.	SF's approval of transfer by you	Section VIII.B	We have the right to approve all transfers
m.	Conditions for SF's approval of transfer	Section VIII B	You must receive our approval SF has no obligation to approve any transfer unless you have assigned all of your rights under Franchise Agreements relating to Restaurants in your Development Area
n.	SF's right of first refusal to acquire your business	Section VIII C	We have the option to match any offer for your Franchise
o.	SF's option to purchase your business	Not Applicable	
p.	Your death or mental incapacity	Section VIII D	Same restrictions on transfer as any other transfer, but we may terminate the Development Agreement if interest is not transferred within 3 months

	Provision	Section(s) in Development Agreement	Summary
q	Non-competition covenants during the term	Section VII.B	No involvement in a similar restaurant during the term of the Area Development Agreement.
r	Non-competition covenants after the Development Agreement is terminated or expires	Section VII.B	No involvement in a similar restaurant from the Franchise location(s), within the restricted area as defined in any of your Franchise Agreements or within a 2 mile radius of any other Restaurant for 2 years after termination or expiration.
s	Modification of the Development Agreement	Section IX.K.	Must be in writing by both sides
t	Integration/ merger clause	Section IX.K.	Only the terms of the Development Agreement are enforceable. The integration/merger clause does not disclaim the representations in this disclosure document.
u.	Dispute resolution by arbitration or mediation	Not Applicable	
v	Choice of forum	Section IX.B	You can only file suit where our principal offices are located, we may file suit in the jurisdiction where our principal offices are located, where you reside or do business, where the Restaurant is or was located, or where the claim arose, subject to state law.
w	Choice of law	Sections IX.A.	North Carolina law applies, subject to state law.

Certain states require franchisors to make additional disclosures related to the information contained in this disclosure document. These disclosures are contained in **Exhibit A** to this disclosure document.

ITEM 18

PUBLIC FIGURES

SF does not use any public figure to promote the Restaurants.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATION

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

Our affiliates own and operate eleven Salsarita's Fresh Cantina® Restaurants in Charlotte, North Carolina, surrounding sub-markets and Columbia, South Carolina. The data presented in the following table represents the average annual gross sales, cost of goods sold, payroll, occupancy and operating expenses and operating profit in 2015 for five of the eleven Salsarita's Fresh Cantina® Restaurants owned and operated by our affiliates

AVERAGE PERFORMANCE OF AFFILIATE-OWNED SALSARITA'S RESTAURANTS IN 2015 (NOTES 1, 2 AND 9)			
Category	Average	% of Gross Sales	% surpassing
Gross Sales (Note 3)	\$1,077,565	100%	60% (3 of 5)
Cost of Goods Sold (Note 4)	\$349,473	32%	60% (3 of 5)
Payroll (Note 5)	\$293,912	27%	60% (3 of 5)
Pre-Occupancy Operating Exp	\$173,256	16%	60% (3 of 5)
Occupancy (Note 6)	\$86,732	8%	40% (2 of 5)
Operating Expense (Note 7)	\$260,924	24%	60% (3 of 5)
Operating Profit (Note 8)	\$174,193	16%	40% (2 of 5)

NOTES

- 1 All locations continually operated during this time period and are still owned by our affiliates and are in operation as of the date of this disclosure document. The data for this time period derives from our operating records and all dollar values and percentages are rounded to the nearest whole value
- 2 We excluded three of the eleven affiliate-owned restaurants from the table above that opened in August, October and December of 2015 respectively, one because it opened in October of 2014 and was not in comparable sales location in operation for more than 16 months and two others because they differ from the operating format of a traditional Salsarita's Fresh Cantina® Restaurant. The two restaurants excluded because of their operating format are located in a densely populated downtown district, operate on a limited-hour basis, serve breakfast and cater special events in the downtown district.

- 3 The average annual Gross Sales of Salsarita's Fresh Cantina® Restaurants at traditional locations, affiliate-owned and franchised, for each of the years listed below, and the percentage of Restaurants surpassing the average, were as follows

AVERAGE ANNUAL GROSS SALES OF TRADITIONAL SALSARITA'S RESTAURANTS		
Year	Average	% Surpassing
2015	\$860,601	47% (20 of 43)
2014	\$816,125	43% (22 of 51)
2013	\$741,484	44% (26 of 60)

In addition, the 2015 average annual Gross Sales of the top, middle and bottom third of Salsarita's Fresh Cantina® Restaurants at traditional locations, and the percentage in each group surpassing the average, were as follows

2015 AVERAGE ANNUAL GROSS SALES OF THE TOP, MIDDLE AND BOTTOM THIRD TRADITIONAL SALSARITA'S RESTAURANTS	
Rank	Average (% Surpassing)
Top Third (14 Restaurants)	\$1,195,011 (7 of 14)
Middle Third (15 Restaurants)	\$829,757 (7 of 15)
Bottom Third (14 Restaurants)	\$559,238 (7 of 14)

We have excluded 16 Salsarita's Fresh Cantina® Restaurants from the 2013 averages in the table of this Note 3, 20 Restaurants from the 2014 average, and 21 from the 2015 averages, because either their operations were substantially different due to being located in non-traditional locations such as airports, universities and corporate campuses or because they were not open and operating for the entire relevant period. The tables of this Note 3 are based on our affiliates' financial data and the Gross Sales reports that we receive from franchisees. Because we do not possess information from franchisees that would allow us to provide expense and profit information, the data in the tables of this Note 3 is limited to Gross Sales. The table of this Note 3 does not reflect the costs of sales, operating expenses, or other costs or expenses that must be

deducted from the 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 Restaurant. Franchisees or former franchisees, listed in this disclosure document, may be one source of this information.

- 4 Cost of Goods Sold items include food, paper, and beverage purchases
- 5 Payroll expenses include all variable and fixed labor expenditures plus payroll processing service expense
- 6 Occupancy expenses are reflective of total rent expenditures and utilities costs
- 7 Miscellaneous expenses include reported figures for the following categories Automotive, Banking Fees, Cash Overage/Shortage, Catering Sales Expense, Linens, Coupons, Credit Card Fees, Dues & Subscriptions, Equipment Rental, Insurance, Licenses & Permits, Supplemental Local Marketing, Legal & Accounting Fees, Office Supplies, Pest control, Postage and Delivery, Recruiting, Repairs and Maintenance, Smallwares, Taxes, Telephone, Travel, Uniforms
- 8 Operating profits is earnings before interest, taxes, depreciation, amortization, royalty fees and advertising contributions
- 9 This table does not include certain costs that franchisees will incur, such as royalty fees or advertising fees

Some outlets have sold these amounts. Your individual results may differ. There is no assurance that you'll sell as much. Your results will likely differ from the results contained in this Item 19. Your performance will be significantly impacted by your personal business, marketing and management skills, your financial investment capabilities, and your willingness to work hard and follow the System. Many factors that may significantly impact financial performance are unique to each restaurant, including location, physical size and layout, market penetration, local market conditions and other factors. Written substantiation of the financial performance information will be made available to you upon reasonable request.

You are responsible for developing your own business plan for your Restaurant, including capital budgets, financial statements, projections and other elements appropriate to your particular circumstances. We encourage you to consult with your own accounting, business and legal advisors and to make necessary allowances for changes in financial results to income, expenses or both. You should conduct an independent investigation of the costs and expenses you will incur in operating your Restaurant. Franchisees or former franchisees listed in the disclosure document may be one source of this information.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Philip Friedman, our CEO, at 4601 Charlotte Park Drive, Suite 250 Charlotte, NC 28217, (704) 540-9447, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No 1

**System-Wide Outlet Summary
For Fiscal Year 2013 to 2015**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year*	Net Change
Franchised	2013	78	69	-9
	2014	69	62	-7
	2015	62	63	+1
Company-Owned*	2013	2	7	+5
	2014	7	8	+1
	2015	8	11	+3
Total Outlets	2013	80	76	-4
	2014	76	70	-6
	2015	70	74	+4

Table No 2

**Transfers of Outlets From Franchisees to New Owners
(Other Than The Franchisor)
For Fiscal Year 2013 to 2015**

State	Year	Number of Transfers
Alabama	2013	1
	2014	0
	2015	0
Kansas	2013	0
	2014	0
	2015	0
North Carolina	2013	5
	2014	0
	2015	1

State	Year	Number of Transfers
Tennessee	2013	1
	2014	0
	2015	0
Kentucky	2013	0
	2014	0
	2015	1
Totals	2013	7
	2014	0
	2015	2

Table No 3
Franchised Outlets Status Summary
For Fiscal Year 2013 to 2015

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Alabama	2013	4	0	0	0	0	0	4
	2014	4	0	1	0	0	0	3
	2015	3	0	0	0	0	0	3
Arkansas	2013	0	0	0	0	0	0	0
	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	0	1
Florida	2013	3	0	0	1	0	0	2
	2014	2	0	0	0	0	2	0
	2015	0	0	0	0	0	0	0
Georgia	2013	1	0	0	0	0	0	1
	2014	1	0	0	0	0	1	0
	2015	0	1	0	0	0	0	1
Illinois	2013	3	0	0	0	0	0	3
	2014	3	0	0	0	0	0	3
	2015	3	0	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Kansas	2013	2	0	0	0	0	1	1
	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	1	0
Kentucky	2013	3	0	0	0	0	0	3
	2014	3	1	0	0	0	0	4
	2015	4	0	0	0	0	0	4
Louisiana	2013	1	0	0	1	0	0	0
	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
Maryland	2013	5	0	0	0	0	0	5
	2014	5	0	0	0	0	3	2
	2015	3	0	0	0	0	0	3
Michigan	2013	4	0	0	0	0	0	4
	2014	4	0	0	0	0	0	4
	2015	4	0	0	0	0	0	4
Mississippi	2013	1	0	0	0	0	0	1
	2014	1	1	0	0	0	1	1
	2015	1	2	0	0	0	0	3
Missouri	2013	1	0	0	0	0	0	1
	2014	1	0	0	0	0	1	0
	2015	0	0	0	0	0	0	0
New Jersey	2013	2	0	0	0	0	0	2
	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	2
New York	2013	7	0	0	0	0	0	7
	2014	7	0	0	0	0	0	7
	2015	7	0	0	0	0	1	6

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
North Carolina	2013	19	0	0	1	5	0	13
	2014	13	1	0	0	0	0	14
	2015	14	1	0	0	0	0	15
Ohio	2013	1	0	0	0	0	0	1
	2014	1	0	0	0	0	1	0
	2015	0	0	0	0	0	0	0
South Carolina	2013	6	0	0	0	0	1	5
	2014	5	0	0	0	0	0	5
	2015	5	0	0	0	0	1	4
Tennessee	2013	10	1	0	0	0	0	11
	2014	11	0	0	0	0	0	11
	2015	11	1	0	0	0	1	11
Texas	2013	1	0	0	0	0	0	1
	2014	1	1	0	0	0	0	2
	2015	2	0	0	0	0	0	2
Virginia	2013	4	0	0	0	0	0	4
	2014	4	0	0	0	0	2	2
	2015	2	0	0	0	0	0	2
Totals	2013	78	1	0	3	5	2	69
	2014	69	5	1	0	0	11	62
	2015	62	5	0	0	0	4	63

Table No 4

**Company Outlets Status Summary
For Fiscal Year 2013 to 2015**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closes	Outlets Sold to Franchisees	Outlets at End of the Year
North Carolina	2013	2	0	5	0	0	7
	2014	7	0	0	0	0	7
	2015	7	1	0	0	0	8
South Carolina	2013	0	0	0	0	0	0
	2014	0	1	0	0	0	1
	2015	1	2	0	0	0	3
Totals	2013	2	0	5	0	0	7
	2014	7	1	0	0	0	8
	2015	8	3	0	0	0	11

Table No 5

**Projected Openings
As of**

State	Franchise Agreements Signed But Restaurant Not Opened	Projected New Franchised Restaurants In 2016	Projected New Company Owned Openings In 2016
Alabama	0	1	0
Georgia	0	0	0
Indiana	0	1	0
Mississippi	2	2	0
North Carolina	1	4	1
South Carolina	1	3	2
Tennessee	1	1	0
Texas	4	4	0
Nebraska	1	1	0
Totals	10	17	3

NOTES

Restaurants in Table No. 5 above include Franchises sold under signed Franchise Agreements, as well as licenses to develop Franchises sold under Area Development Agreements.

Current Franchisees

A list of the names of all franchisees and the address and telephone numbers of their Restaurants as of the date of this disclosure document is attached as Part A of **Exhibit J** to this disclosure document.

Former Franchisees

The name and last known home address of every Salsarita's franchisee who has had a Franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement in 2015, or has failed to communicate with us within 10 weeks of the date of this disclosure document, are included as Part B of **Exhibit J**.

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

Purchase of Previously-Owned Franchise

If you are purchasing a previously-owned franchised outlet that is now owned by us, we will provide you additional information on the previously-owned franchised outlet in an addendum to this disclosure document.

Confidentiality Agreements

During the last three fiscal years, we and our predecessor, SI, signed agreements with franchisees, developers and area representatives that contained confidentiality clauses that would restrict a franchisee's, developer's and area representative's ability to speak openly about their experience. In some instances, current and former franchisees, developers and area representatives sign provisions restricting their ability to speak openly about their experience with the Salsarita's brand. You may wish to speak with current and former franchisees, developers or area representatives, but be aware that not all of those franchisees, developers and area representatives will be able to communicate with you.

Trademark-Specific Franchisee Organizations

We are not currently aware of any trademark-specific franchisee organizations associated with the franchise system which we have created, sponsored or endorsed, or any independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21

FINANCIAL STATEMENTS

Attached as **Exhibit I** to this disclosure document are our audited financial statements for the fifty-two weeks ending December 27, 2015, December 28, 2014, and December 29, 2013 and unaudited financial statements for our first fiscal quarter of 2016

ITEM 22

CONTRACTS

Attached are copies of the following agreements relating to the offer of the Franchise

Exhibit D	Franchise Agreement
Exhibit E	State-Specific Amendments to Franchise Agreement
Exhibit F	Area Development Agreement
Exhibit G	State-Specific Amendments to Area Development Agreement
Exhibit H	Confidentiality/Nondisclosure Agreement
Exhibit K	General Release

ITEM 23

RECEIPTS

The last two pages of this Franchise Disclosure Document, with issuance date of April 28, 2016, as amended October 31, 2016, are two copies of a Receipt. You must sign each copy of the Receipt and, after execution, send one copy to us and keep the other copy for your records

EXHIBIT A

STATE-SPECIFIC ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT

CALIFORNIA

1 The following is added to the Cover Page of the Franchise Disclosure Document:

“THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.”

2 The following is added to Item 3 of the Franchise Disclosure Document:

“Neither the Franchisor, nor any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.”

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

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

5 The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

6 The Franchise Agreement and Development Agreement require application of the laws of North Carolina. These provisions may not be enforceable under California law.

7 Our website, www.salsantas.com has not been reviewed or approved by the California Department of Corporations. Any complaints concerning the content of this website may be directed to the California Department of Corporations at www.corp.ca.gov.

8 **Registration of this Franchise Disclosure Document does not constitute approval, recommendation, or endorsement by the Commissioner of Corporations.**

HAWAII

The following is added to the Cover Page of the Disclosure document:

THIS FRANCHISE WILL BE/HAS 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.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO YOU OR SUBFRANCHISOR AT LEAST SEVEN DAYS BEFORE THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE

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 US AND YOU

The following list reflects the status of the franchise registrations of the Franchisor in the states which require registration.

- 1 This proposed registration is effective in the following states
None
- 2 This proposed registration is or will shortly be on file in the following states
California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin
- 3 States which have refused, by order or otherwise, to register these franchises are
None
- 4 States which have revoked or suspended the right to offer the franchises are
None
- 5 States in which the proposed registration of these franchises has been withdrawn are
None

ILLINOIS

- 1 The following sentence is added at the end of the second risk factor in the **State Cover Page**

"HOWEVER, THE GOVERNING LAW PROVISIONS OF ILLINOIS LAW SHALL APPLY WHEN A FRANCHISEE IS DOMICILED IN ILLINOIS OR WHEN AN OFFER OF THE FRANCHISE IS MADE OR ACCEPTED IN ILLINOIS AND THE FRANCHISE BUSINESS IS OR WILL BE LOCATED IN ILLINOIS "
- 2 The following text is added at the end of **Item 17**

“This Franchise Disclosure Document states that litigation is to be conducted in a forum other than the State of Illinois. That requirement is void under the Illinois Franchise Disclosure Act of 1987 (the “Act”). Likewise, if this Franchise Disclosure Document states that the agreements are to be governed by a state’s law other than the State of Illinois, that requirement is superseded by the governing law provisions of the Act.”

3 Section 41 of the Act states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void.” To the extent that any information contained in the Franchise Disclosure Document is inconsistent with Section 41, such information shall be modified accordingly.

4 The termination and non-renewal provisions in the Franchise Agreement and the Franchise Disclosure Document may not be enforceable under Sections 19 and 20 of the Act.

MARYLAND

1 In **Item 17** of the Franchise Disclosure Document, the following text is added at the end of the “Summary” sections of subsections (c) and (m) of the Franchise Agreement and Development Agreement tables:

“Any general releases you sign will not apply to the extent prohibited by the Maryland Franchise Registration and Disclosure Law.”

2 In **Item 17** of the Franchise Disclosure Document, the following text is added at the end of the “Summary” section of subsection (h) of the Franchise Agreement and Development Agreement tables:

“The Franchise Agreement and Development Agreement provide for termination on your bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.”

3 In **Item 17** of the Franchise Disclosure Document, the following text is added at the end of the “Summary” section of subsection (v) of the Franchise Agreement and Development Agreement tables:

“Litigation must occur in the city or country in which our home office is located at the time, although you may commence a lawsuit against us in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.”

4 In **Item 17** of the Franchise Disclosure Document, the following text is added at the end of the “Summary” section of subsection (w) of the Franchise Agreement and Development Agreement tables:

“North Carolina law applies, except for claims arising under the Maryland Franchise Registration and Disclosure Law.”

5 In **Item 17** of the Franchise Disclosure Document, the following sentence is added at the end of the second chart relating to the Development Agreement:

“Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.”

As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Franchise Agreement or the Development Agreement, SF reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated

Registration of this Franchise Disclosure Document is not approval, recommendation, or endorsement by the Securities Commissioner in the Office of the Attorney General

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 A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTling ANY AND ALL CLAIMS

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISION OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 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 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, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE

(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 TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISEE 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 FRANCHISEE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C)

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL

AS TO ANY STATE LAW DESCRIBED IN THIS ADDENDUM THAT DECLARES VOID OR UNENFORCEABLE ANY PROVISION CONTAINED IN THE FRANCHISE AGREEMENT, FRANCHISOR RESERVES THE RIGHT TO CHALLENGE THE

ENFORCEABILITY OF THE STATE LAW BY, AMONG OTHER THINGS, BRINGING AN APPROPRIATE LEGAL ACTION OR BY RAISING THE CLAIM IN A LEGAL ACTION OR ARBITRATION THAT YOU HAVE INITIATED

Any questions regarding this Addendum should be directed to the State of Michigan, Department of Attorney General, Consumer Protection Division, Attn Franchise, P O Box 30213, Lansing, MI 48909, telephone number (517) 373-7117

MINNESOTA

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE

THE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING

1 In **Item 13** of the Franchise Disclosure Document, the third sentence of the 5th paragraph beginning with "We are not required " and ending with " resolved unfavorably to you" is deleted and the following text is added in lieu thereof

"SF agrees to do all such acts and things as may, in the opinion of the SF's counsel, be necessary or advisable to protect your interests in the Proprietary Marks (which includes all trademarks, service marks, trade names, logotypes or other commercial symbols licensed to you by us in the Franchise Agreement) in the event of any challenge to your right to use the Proprietary Marks, or to indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the same "

2 In **Item 17** of the Franchise Disclosure Document, the following text is added at the end of the "Summary" section of subsection (v) of the Franchise Agreement table

"However, the applicable provisions of the Franchise Agreement are amended by the State-Specific Amendment to the Franchise Agreement (Minnesota) in accordance with Minn. Stat. Section 80C 21 and Minn. Rule 2860 4400J, which prohibit us from requiring litigation to be conducted outside of Minnesota. In addition, nothing in this disclosure document or any agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction."

3 In **Item 17** of the Franchise Disclosure Document, the following text is added at the end of the 'Summary' section of subsection (v) of the Development Agreement table

"However, the applicable provisions of the Development Agreement are amended by the State-Specific Amendment to the Development Agreement (Minnesota) in accordance with Minn. Stat. Section 80C 21 and Minn. Rule 2860 4400J, which prohibit us from requiring litigation to be conducted outside of Minnesota. In addition, nothing in this disclosure document or any agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction."

4 In **Item 17** of the Franchise Disclosure Document, the following sentence is added at the end of the "Summary" section of subsections (b) and (g) of the Franchise Agreement table

"However, with respect to franchises governed by Minnesota law, SF will comply with Minn. Stat. Sec 80C 14, Subds 3 and 4, which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement. The applicable provisions of the Franchise Agreement are amended by the State-Specific Amendment to the Franchise Agreement (Minnesota) "

5 In **Item 17**, the following text is added at the end of the last paragraph.

"Minn. Rule 2860 4400J prohibits us from requiring that you waive your right to a jury trial or waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties or judgment notices, with the exception of your consent to exclusive arbitration."

As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Franchise Agreement or the Development Agreement, SF reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated

NEW YORK

1 The following information is added to the **Cover Page** of the disclosure document

"INFORMATION COMPARING FRANCHISORS IS AVAILABLE CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION REGISTRATION OF THIS FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS 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 PROSPECTUS "

2 **Item 3** of the Disclosure Document is supplemented by the following language

Except as described in this Item 3

Neither SF nor any person identified in Item 2 above, has pending any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) alleging a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations

Neither SF nor any person identified in Item 2 above, has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the date of this Disclosure Document, has been convicted of a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding if such misdemeanor conviction or charge or civil action, complaint or other legal proceeding involved a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations

Neither SF nor any person identified in Item 2 above, is subject to any injunctive or restrictive order or decree relating to franchises or under any Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency, 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 **Item 4** of the Disclosure Document is supplemented by the following language

Neither SF, nor any of our affiliates, predecessors, officers or general partners have within the 10-year period immediately before the date of this Disclosure Document, (a) filed as a debtor (or had filed against it) a petition to start an action under US Bankruptcy Code, (b) obtained a discharge of its debts under the US Bankruptcy Code, (c) or was a principal officer of a company or general partner in a partnership that either filed as a debtor (or that had filed against it) a petition to start an action under US Bankruptcy Code or that obtained a discharge of its debts under the US Bankruptcy Code during or within 1 year after the officer or general partner held the position with the company or partnership

4 In **Item 17** of the Franchise Disclosure Document, the following sentence is added at the end of the "Summary" section of subsection (d) of each of the Franchise Agreement and Development Agreement tables

"You may also terminate the Franchise Agreement or Development Agreement on any grounds available by law "

5 In **Item 17** of the Franchise Disclosure Document, the following sentence is added at the end of the "Summary" sections of subsections (c) and (m) of each of the Franchise Agreement and Development Agreement tables

“, provided, however, that all rights enjoyed by you 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 GBL Sections 687 4 and 687 5 be satisfied ”

6 In **Item 17** of the Franchise Disclosure Document, the following sentence is added at the end of the ‘ Summary’ section of subsection (s) of the Franchise Agreement table

“Modifications to the Manual will not unreasonable affect your obligations, including economic requirements under the Franchise Agreement.”

7 In **Item 17** of the Franchise Disclosure Document, the following sentence is added at the end of the “Summary” sections of subsections (v) and (w) of each of the Franchise Agreement and Development Agreement tables

“The foregoing Choice of Law should not be considered a waiver of any right conferred on Salsanta’s or you by the General Business Law of the State of New York, Article 33 ”

As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Franchise Agreement or the Development Agreement, SF reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated

This Franchise Disclosure Document does not knowingly omit any material fact or contain any untrue statement of a material fact.

Registration of this Franchise Disclosure Document does not constitute approval, recommendation, or endorsement by the department of law

NORTH DAKOTA

1 The Franchise Agreement contains covenants restricting competition. These covenants will be subject North Dakota statute NDCC Section 9-08-06

2 The Franchise Agreement and Development Agreement require you to consent to the jurisdiction of court outside of North Dakota. These provisions may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law

3 The Franchise Agreement requires you to consent to liquidated damages in certain situations. This provision may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and is amended accordingly to the extent required by law

4 Sections of the Franchise Agreement and Development Agreement specifying that they are to be governed by the laws of a state other than North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law

5 The Franchise Agreement and Development Agreement require you to consent to the waiver of a trial by jury. These requirements may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.

6 The Franchise Agreement and Development Agreement require you to waive exemplary and punitive damages. These requirements may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.

7 The Franchise Agreement requires you to sign a general release upon renewal of the Franchise Agreement. This requirement may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and is amended accordingly to the extent required by law.

8 The Franchise Agreement and Development Agreement are amended to state that the statute of limitations under North Dakota law will apply.

9 The Franchise Agreement and Development Agreement require you to pay all costs and expenses incurred by us in enforcing the agreement. These requirements may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to state that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Registration of this Franchise Disclosure Document does not constitute approval, recommendation, or endorsement by the securities commissioner.

RHODE ISLAND

1 In Item 17 of the Franchise Disclosure Document, the following sentences are added.

Pursuant to Section 19-281-14 of the Rhode Island Franchise Investment Act, a provision in a franchise agreement restricting jurisdiction or venue for litigation to a forum outside of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Act.

Pursuant to Section 19-281-15 of the Rhode Island Franchise Investment Act, if you are required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, the release will exclude claims arising under the Rhode Island Franchise Investment Act, and the acknowledgments will be void with respect to claims under the Act.

As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Franchise Agreement or the Development Agreement, SF reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

VIRGINIA

1 In **Item 1** of the Franchise Disclosure Document, the following sentence is added at the end of the paragraph titled "State Disclosure Requirements"

"SF's registered agent for service of process in the State of Virginia is the Clerk of the State Corporation Commission, 1300 East Main Street, Richmond, Virginia 23219"

2 In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for use in the Commonwealth of Virginia will be amended as follows

The following statement is added to **Item 17 h**

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement or the Development Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

The following statement is added to **Item 17**

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement or Development Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

3 The summary of **Item 17 t** is hereby deleted in its entirety and replaced with the following statement:

Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). No other representations or promises will be binding. Nothing in the Franchise Agreement or in any other related written agreement is intended to disclaim representations made in the franchise disclosure document.

As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Franchise Agreement or Development Agreement, SF reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

WASHINGTON

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 A release or waiver of rights signed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when signed under 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

3 Transfer fees are collectable if that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer

4 The State of Washington has a statute, RCW 19 100 180 which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise

Each provision of this Washington amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev Code §§ 19 100 010 through 19 100 940, are met independently without reference to this Amendment.

30935985v2

EXHIBIT B
STATE ADMINISTRATORS

STATE ADMINISTRATORS

STATE	STATE ADMINISTRATOR
CALIFORNIA	Department of Business Oversight main offices 1515 K Street, Suite 200, Sacramento, CA 95814 4052 916-445 7205 Or One Sansome Street, Suite 600, San Francisco, CA 94104 4428 (415) 972-8565 Or 45 Fremont Street, Suite 1700, San Francisco, CA 94105-2219 (415) 263 8500 Or 300 S Spring Street, Suite 15513 Los Angeles CA 90013 1259 (213) 897 2085 Or 320 West 4th Street, Suite 750, Los Angeles CA 90013-2344 (213) 576 7500 Or 1350 Front St. #2034, San Diego, CA 92101 3697 (619) 525-4233 Or 7575 Metropolitan Drive Suite 108 San Diego, CA 92108-4421 (619) 682 7227
HAWAII	Dept. of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities King Kalakaua Building 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586 2744
ILLINOIS	Attorney General Franchise Division 500 South Second Street Springfield IL 62706 217 782-1090
INDIANA	Franchise Section Indiana Securities Division Secretary of State 302 West Washington Street, Room E 111 Indianapolis IN 46204 317 232 6681
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 410 576 7786

STATE	STATE ADMINISTRATOR
MICHIGAN	Michigan Department of Attorney General 670 G Mennen Williams Building 525 West Ottawa Lansing Michigan 48933 517 373-7117
MINNESOTA	Minnesota Department of Commerce Securities Section 85 7 th Place East, Suite 500 St. Paul, Minnesota 55101-2198 651 296 1638
NEW YORK	Bureau of Investor Protection and Securities New York State Department of Law 120 Broadway, 23rd Floor New York, NY 10271 212 416 8214
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol, Fifth Floor Dept. 414 Bismarck, ND 58505-0510 701-328-4712, Fax 701 328 0140
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Securities 350 Winter Street, NE Room 410 Salem, OR 97310 503 378 4387
RHODE ISLAND	Department of Business Regulation 1511 Pontiac Avenue Bldg 691 Cranston, RI 02920 401 462-9527
SOUTH DAKOTA	Department of Labor and Regulation Division of Securities 124 S Euclid, Suite 104 Pierre SD 57501 605-773 4823
VIRGINIA	Director Division of Securities and Retail Franchising State Corporation Commission 1300 E Main Street, 9 th Floor Richmond, VA 23219 804-371 9051
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Rd S W Tumwater WA 98501 360 902 8762
WISCONSIN	Wisconsin Dept. of Financial Institutions Division of Securities 201 W Washington Avenue, Suite 500 Madison, WI 53703 608 266 8557

EXHIBIT C
AGENTS FOR SERVICE OF PROCESS

AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

Commissioner of Business Oversight
320 West 4th Street, Suite 750
Los Angeles 90013-2344

HAWAII

Hawaii Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, HI 96813

ILLINOIS

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

INDIANA

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, IN 46204

MARYLAND

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

MICHIGAN

Michigan Department of Commerce
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933

MINNESOTA

Minnesota Commissioner of Commerce
85 7th Place East, Suite 600
St. Paul, MN 55101

MISSISSIPPI

R. Barry Cannada
1020 Highland Colony Parkway
Suite 1400
Ridgeland, MS 39157
(P O Box 6010
Ridgeland, MS 39158-6010)

NEW YORK

Secretary of State of New York
One Commerce Plaza
99 Washington Avenue
Albany, New York 12231

NORTH DAKOTA

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

RHODE ISLAND

Department of Business Regulation
Securities Division
1511 Pontiac Avenue, Bldg. 69-1
Cranston, RI 02920

SOUTH DAKOTA

Director of South Dakota
Division of Securities
124 S Euclid, Suite 104
Pierre, SD 57501

VIRGINIA

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

WASHINGTON

Director, Dept. of Financial Institutions
Securities Division
150 Israel Rd S W
Tumwater, WA 98501

WISCONSIN

Wisconsin Commissioner of Securities
345 W Washington Ave., 4th Floor
Madison, WI 53703

EXHIBIT D

FRANCHISE AGREEMENT

Location. _____



FRANCHISE AGREEMENT

- between -

Salsarita's Franchising, LLC

- and -

Table of Contents

	<u>Page</u>
I GRANT	1
II TERM AND RENEWAL	2
III SITE SELECTION, CONSTRUCTION AND OPENING OF FRANCHISE	3
IV EQUIPMENT, FIXTURES AND FURNITURE	5
V TRAINING AND ASSISTANCE BY FRANCHISOR	5
VI OBLIGATIONS OF THE FRANCHISOR	7
VII FEES AND PAYMENTS BY FRANCHISEE	8
VIII ADVERTISING AND MARKETING	9
IX ACCOUNTING AND BOOKKEEPING RECORDS	14
X STANDARDS OF QUALITY AND PERFORMANCE	15
XI PROPRIETARY MARKS	22
XII CONFIDENTIALITY OF PROPRIETARY INFORMATION	23
XIII MODIFICATION OF THE SYSTEM	25
XIV INSURANCE OBLIGATIONS	27
XV TERMINATION OF FRANCHISE	28
XVI FRANCHISEE'S OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT	31
XVII RELATIONSHIP OF FRANCHISOR AND FRANCHISEE	36
XVIII COVENANTS	38
XIX ASSIGNMENT	40
XX ABSENCE, INCAPACITY, OR DEATH, CRISIS SITUATION	42
XXI WAIVER	43
XXII ENFORCEMENT	44
XXIII TAXES, PERMITS AND INDEBTEDNESS	47
XXIV AUTHORITY	48
XXV AUTHORIZED OFFICERS	48
XXVI SPECIAL REPRESENTATIONS	48
PAYMENT AND PERFORMANCE GUARANTEE	
EXHIBIT A GENERAL INFORMATION	
EXHIBIT B THE PROPRIETARY MARKS	
EXHIBIT C RESTRICTIVE COVENANT TERRITORY	
EXHIBIT D CERTIFICATE OF AUTHORIZED OFFICERS	

SALSARITA'S FRANCHISING, LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "**Agreement**") is made and entered into as of the date set forth on **Exhibit A** attached hereto (the "**Effective Date**") by and between **SALSARITA'S FRANCHISING, LLC**, a Mississippi limited liability company authorized to transact business in North Carolina with its principal place of business at the address set forth on **Exhibit A** ("**Franchisor**"), and the person or entity identified as Franchisee on **Exhibit A** ("**Franchisee**" or "**you**")

WHEREAS, Franchisor is engaged in the business of operating, and of licensing the operation by others of restaurant facilities under the mark **SALSARITA'S®** (the "**Restaurant**" or the "**Franchise**"),

WHEREAS, Franchisor has originated, developed and perfected a distinctive system for the establishment, operation and merchandising of Restaurants, which system includes, but is not limited to, site selection, a distinctive and readily recognizable design, color scheme, decor, layout, trademarks and service marks, and signage for the business premises, equipment selection and installation, accounting and bookkeeping methods, merchandising, advertising and promotional techniques, personnel training and a confidential operations manual of operating procedures containing specially conceived and designed methods for Restaurant operations (collectively, the "**System**"), and

WHEREAS, Franchisee desires to establish and operate a Restaurant under the **SALSARITA'S®** mark and other service marks, trademarks, associated designs, artwork and logos set forth on **Exhibit B** attached hereto (all such marks, and all other marks, trade names, logos, art work and designs, whether now existing or hereafter incorporated into the System, shall be collectively referred to herein as the "**Proprietary Marks**"),

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows

I GRANT

A. License

- 1 Upon the terms and conditions of this Agreement, Franchisor grants to Franchisee a non-exclusive license to operate a Franchise using the Proprietary Marks and the System (the "**License**") at a location (the "**Designated Location**") to be agreed upon between Franchisor and Franchisee within a protected territory described in **Exhibit A** (the "**Protected Territory**") Once agreed upon, the Designated Location shall be set forth on **Exhibit A** and initialed by the parties, provided that Franchisee shall have a right to relocate the Restaurant to another approved location in the Protected Territory upon payment of a \$7,500 relocation fee to Franchisor and written approval of the new location obtained in accordance with Franchisor's site selection criteria. Franchisee hereby accepts the License and agrees to operate the Franchise according to the provisions of this Agreement for the term of this Agreement specified in **Section II**
- 2 Franchisee also has the right to provide off-premises catering services of authorized Salsarita's food products and beverages to businesses or other locations within the Protected Territory provided Franchisee follows all procedures and menu requirements, purchases all supplies, products and ingredients through approved suppliers, and otherwise follows the Manual (as defined in **Section X.Q**) as to

catering Franchisee may, on a non-exclusive basis, offer catering services outside of the Protected Territory; however, Franchisor may, in its sole discretion at any time and from time to time, restrict the areas in which Franchisee is permitted to offer catering services outside of the Protected Territory

B Reservation

Except within the Protected Territory, Franchisee has no exclusive territorial rights, protected territory or other right to exclude, control or impose conditions on the location or development of other or future Franchisor and affiliate-owned businesses and franchises under the Proprietary Marks or on Franchisor's business activities. Franchisor and its affiliates may establish Restaurants and grant licenses to third parties for Restaurants outside of the Protected Territory, and Franchisee has no right to restrict or control the development of such Restaurants. Franchisor may offer and sell franchises and establish Franchisor and affiliate-owned units that sell similar products or may allow others to sell similar products under marks other than the Proprietary Marks at any location. In addition, Franchisor reserves the right, on its own or through an affiliate, or through its franchisees, to develop non-traditional locations under the Proprietary Marks in airports, stadiums, educational institutions (including colleges & universities), bus stations, factories, federal, state or local government facility (including military bases), hospitals and other health-care facilities, recreations facilities, schools, warehouse clubs, seasonal facilities, casinos, theaters, museums, theme parks, train stations, enclosed shopping malls, lifestyle centers and workplace cafeterias both inside and outside of the Protected Territory. Franchisor and its affiliates may also merchandise and distribute products, identified by the Proprietary Marks or other marks, in the Territory through any alternative methods of distribution, such as, without limitation, on the Internet and through supermarkets.

II TERM AND RENEWAL

A. Term

This Agreement shall be effective and binding from the date of its execution for an initial term equal to the earlier of (i) the day before the tenth (10th) anniversary of the date that operations of the Franchise commence, and (ii) the eleventh (11th) anniversary of the Effective Date, unless earlier terminated pursuant to the provisions herein.

B Successor Term

Franchisee, upon the giving of one-hundred eighty (180) days written notice of its intention to enter into a successor term for the License, shall have the right to enter into a successor term for the License for two (2) consecutive successor terms of five (5) years each, provided that all of the following conditions have been fulfilled:

- 1 Franchisee has, during the term of this Agreement, fully complied with all its provisions, and is not in default of any term of this Agreement at the time of expiration of the initial term or any successor term,
- 2 Franchisee maintains possession of the Franchise location and, by the expiration date of this Agreement, has brought such Franchise location into full compliance with the specifications and standards then applicable at the time of expiration of the initial term (or any extension thereof) for Restaurants generally, and presents evidence satisfactory to Franchisor that it has the right to remain in possession of the Franchise location for the duration of any successor term, or, in the event Franchisee is unable to maintain possession of the Franchise location, or in the judgment of

Franchisor, the Franchise should be relocated, Franchisee secures a substitute premises approved by Franchisor as provided herein and has furnished, stocked and equipped such premises to bring the relocated Franchise at its substitute location into full compliance with the then current specifications and standards of Franchisor for Restaurants by the expiration date of this Agreement and prior to the opening of the Franchise at the substitute location,

- 3 Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor and any of its subsidiaries and affiliates and has timely met these obligations throughout the term of this Agreement;
- 4 Franchisee has executed Franchisor's then current form of Franchise Agreement (with appropriate modifications to reflect the fact that the said agreement relates to the grant of a successor term for the License), which agreement shall supersede in all respects this Agreement the terms of which may differ from the terms of this Agreement, including, without limitation, a higher continuing Royalty Fee and/or local marketing expenditure and/or franchise-wide advertising contribution, provided, however, Franchisee shall not be required to pay the then current Initial Franchise Fee, but shall pay the successor term fee which shall be the higher of thirty percent (30%) of (a) the then current Initial Franchise Fee or (b) the original Initial Franchise Fee paid under this Agreement;
- 5 Franchisee has complied with Franchisor's then current qualification and training requirements, and
- 6 Franchisee has executed a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its subsidiaries and affiliates, if any, and their respective officers, directors, agents and employees

III SITE SELECTION, CONSTRUCTION AND OPENING OF FRANCHISE

A. Site Selection and Lease or Purchase Agreement

- 1 Franchisee must obtain Franchisor's approval with respect to a location for the Franchise and the lease or purchase agreement for such location within one hundred and eighty (180) days after the Effective Date
- 2 Franchisor shall furnish to Franchisee site selection guidelines, site selection counseling and assistance that Franchisor considers necessary and appropriate, and such on-site evaluation(s) as Franchisor considers necessary and appropriate as part of its evaluation of Franchisee's request for approval of the location of the Franchise premises pursuant to **Section III A.1**. If Franchisor determines that on-site evaluation is necessary and appropriate (on its own initiative or at Franchisee's request), Franchisor shall provide one such evaluation (to last not more than two days unless otherwise agreed by Franchisor) at its own expense. If Franchisor provides any additional on-site evaluations (at the same or any other location), Franchisee shall reimburse Franchisor for all reasonable costs and expenses incurred by Franchisor in relation to each such additional evaluation, including, without limitation, the cost of travel, lodging and meals for Franchisor's employees and agents. In addition, Franchisee shall pay to Franchisor \$500 per day for each employee or agent of Franchisor that performs such additional evaluation services. **IT IS THE RESPONSIBILITY OF FRANCHISEE TO SELECT A SUITABLE SITE FOR THE FRANCHISE. FRANCHISOR RECOMMENDS THAT FRANCHISEE SEEK THE COUNSEL OF AN EXPERIENCED REAL**

**ESTATE AGENT FAMILIAR WITH THE PROTECTED TERRITORY
FRANCHISEE HEREBY ACKNOWLEDGES AND AGREES THAT
FRANCHISOR'S APPROVAL OF A PROPOSED SITE SHALL NOT
CONSTITUTE A WARRANTY OR REPRESENTATION OF ANY KIND AS
TO THE POTENTIAL SUCCESS OR PROFITABILITY OF THE
FRANCHISE**

- 3 After receiving Franchisor's written approval of the Franchise location, Franchisee shall either purchase the proposed Franchise location or execute a lease for such Franchise location upon terms that have been approved in advance by Franchisor. Franchisor's approval of the lease for the Franchise location may be conditioned upon inclusion in the lease terms such provisions as Franchisor may reasonably require, including, without limitation, (a) a provision reserving to Franchisor the right, at Franchisor's election, to receive an assignment of the leasehold interest upon termination or expiration of this Agreement, and a provision which requires the landlord for the Franchise location to, at Franchisor's option, execute a collateral assignment of lease in a form approved by Franchisor which provides that Franchisor will be allowed to take an assignment of Franchisee's lease for the Franchise location upon any termination of Franchisee's rights under this Agreement; (b) a provision which expressly permits the lessor of the premises to provide Franchisor with all sales and other information it may have related to the operation of the Restaurant, as Franchisor may request; (c) a provision which requires the lessor concurrently to provide Franchisor with a copy of any written notice of deficiency under the lease sent to Franchisee and which grants to Franchisor, in its sole discretion, the right (but not the obligation) to cure any deficiency under the lease, should Franchisee fail to do so within fifteen (15) days after the expiration of the period in which Franchisee may cure the default; (d) a provision which gives Franchisor, or its designee, the option, upon default, expiration or termination of this Agreement, and upon written notice to the lessor, to assume all of Franchisee's rights under the lease terms, including the right to assign or sublease; (e) a provision which evidences the right of Franchisee to display the Proprietary Marks in accordance with the specifications required by the Manual, subject to the provisions of applicable law; and (f) a provision that the premises shall be used only for the operation of the Restaurant. Franchisee agrees not to modify its lease for the Franchise location without the consent of Franchisor if such modification alters Franchisor's rights with respect to the above-noted provisions. Franchisee shall provide Franchisor with a fully executed copy of Franchisee's lease agreement, and all subsequent leases, renewals, extensions, amendments and similar instruments, within ten (10) days after execution. In the event of termination of this Agreement for cause, at the request of Franchisor, if Franchisee owns or purchases the Franchise location, Franchisee shall enter into a lease with Franchisor for a term of years equal to the remaining term of the Franchise Agreement, if said Agreement had not been terminated and at market rent for similar facilities.

B Commencement of Operations, Construction

Franchisee agrees to open and commence operation of the Restaurant as soon as practicable after construction and/or remodeling of the Franchise location hereunder is completed. In no event shall such opening and commencement of operations be delayed beyond one hundred and eighty (180) days after securing the site and obtaining Franchisor's written approval of the site and the purchase agreement or lease agreement, as applicable, for the site. Franchisor may, at its option and in its sole discretion, consent in writing to an extension of the time period specified herein. If Franchisee does not commence operating the Restaurant

within such one hundred and eight (180) day time period set forth herein, Franchisor may, at its option, terminate this Agreement.

- 1 Franchisor will assist Franchisee with the layout and design of the Franchise and provide advice to Franchisee (or its selected contractor) for construction and/or remodeling of the Franchise location. Franchisee shall not proceed with construction and/or remodeling of the Franchise location until Franchisee has obtained Franchisor's prior written approval of plans drafted by Franchisee's architect based on Franchisor's construction specifications. Franchisee agrees to completely construct and/or remodel, equip and furnish the Franchise location in accordance with Franchisor's specifications with respect to design, Equipment (as defined in **Section IV**), layout, decor, color scheme and signage, all at the expense of Franchisee. Franchisee shall be responsible for and shall pay all expenses associated with transforming Franchisor's construction advice into site blueprints for the Franchise location and in ensuring that such site blueprints comply with all codes, regulations or ordinances that may be applicable to the construction and/or remodeling of the Franchise location.
- 2 All signs or sign faces, as the case may be, shall bear Franchisor's Proprietary Marks. Franchisee further agrees to obtain all necessary permits and to comply with all codes, regulations or ordinances applicable to display of the required signage, all at the expense of Franchisee. The maintenance and repair of all signs shall be the sole responsibility and obligation of Franchisee. Franchisee shall not display on the Franchise any sign or signs not furnished by Franchisor or Franchisor's approved supplier, unless Franchisor shall give its prior written consent. Franchisee must comply with Franchisor's sign criteria, as more fully set forth in the Manual.
- 3 Franchisee shall have procured all necessary licenses, permits, and approvals, including, without limitation, construction permits and licenses, and shall have hired and trained personnel and procured a representative inventory as required by Franchisor.

IV EQUIPMENT, FIXTURES AND FURNITURE

Franchisor may provide Franchisee with specifications for brands and types of any equipment, fixtures, furniture, displays, exterior and interior signs and decorating accessories required for the Restaurant ("**Equipment**") to be purchased or leased at Franchisee's expense. Franchisee may purchase or lease original and replacement Equipment from any source that is approved by Franchisor. If Franchisee proposes to purchase or lease any item of Equipment not approved by Franchisor as meeting its specifications, as set forth in the Manual, Franchisee shall first obtain Franchisor's prior written approval. Franchisor may require that Franchisee submit at its cost and expense photographs, drawings and/or other information and samples of the proposed substitute Equipment to determine whether such item meets Franchisor's specifications. Franchisor shall advise Franchisee within a reasonable period of time whether such item of Equipment meets its specifications. Any proposed Equipment not approved within sixty (60) days of receipt of Franchisee's written request shall be deemed disapproved. Franchisor may revoke any approval previously granted at any time in its reasonable discretion.

V TRAINING AND ASSISTANCE BY FRANCHISOR

A. Initial Training

Before Franchisee commences operation of the Franchise, and as soon as practicable after execution and delivery of this Agreement, the Operating Principal, the Manager, and at least

two other individuals with management responsibility over the day to day operation of the Restaurant (e.g. an assistant manager) must personally attend and complete Franchisor's initial training program on Franchisor's methods and other policies and procedures ("**Initial Training**") Initial Training will be conducted at Franchisor's principal place of business and at such other locations as Franchisor may designate from time to time. Franchisor shall not charge Franchisee for the first three (3) persons that attend initial training, but Franchisee shall be responsible for all expenses incurred as a result of attending training such as, but not limited to, travel, lodging, food, and the cost of salaries, benefits, travel, and lodging and meal costs incurred by Franchisee for its employees and agents attending such initial training. In addition to these expenses, Franchisee shall pay a reasonable fee and the cost of training materials for any additional person that receives initial training. The initial training program shall last approximately twenty-seven (27) days or such longer or shorter period of time as Franchisor prescribes.

B On-Site Training

Beginning approximately one week before Franchisee opens the Restaurant, and up to one week following the opening, Franchisor will provide an on-site training program to Franchisee at the Restaurant. The on-site training program will last approximately one to two weeks, in Franchisor's sole discretion. Franchisee, or if Franchisee is an entity, the Operating Principal, and the Manager shall be at the Restaurant at all times during the on-site training program. Each attendee must complete on-site training to Franchisor's satisfaction. Franchisee is responsible for the costs of travel, lodging, meals, salaries and benefits and all other expenses of Franchisee's employees and agents attending on-site training.

C Additional Training

Franchisor may periodically conduct additional or refresher training programs either online via Franchisor's Online University or on location at Franchisor's headquarters in Charlotte, North Carolina or at other locations designated by Franchisor. Franchisor may charge Franchisee a reasonable fee and the cost of training materials for employees and agents of Franchisee who attend an additional or refresher training program, including a pro rata annual maintenance and development fee for Franchisor's Online University or any successor online training program. Franchisor may increase the amount charged for additional or refresher training programs upon sixty (60) days prior written notice, but such fees may not be increased more than once during any six (6)-month period. Franchisee shall be responsible for salaries, benefits, travel, lodging and meal costs incurred by Franchisee for its employees and agents attending additional or refresher training. Franchisor may also require that designated employees of Franchisee attend and successfully complete, at Franchisee's cost, a ServSafe food safety training and certification program administered by the National Restaurant Association Educational Foundation.

D Training for New Managers

If, at any time after the opening of the Franchise, Franchisee designates a new Manager (as defined in **Section X.K.2**) for the Franchise, Franchisor shall provide training for such new Manager upon Franchisee's reasonable request and subject to the availability of Franchisor's personnel, which training will be similar to the initial training provided pursuant to Section V A above. Such training shall be provided at Franchisor's headquarters in Charlotte, North Carolina, or such other location designated by Franchisor, at a mutually convenient time. Franchisee shall pay to Franchisor for each such new Manager that receives such training a training fee equal to \$250 per day and the cost of training materials, and Franchisee shall pay

for such Manager's salary, benefits, travel, lodging and meal costs Franchisor may increase the amount charged for new Manager training services upon sixty (60) days prior written notice, but such fees may not be increased more than once during any six (6)-month period.

VI OBLIGATIONS OF THE FRANCHISOR

A. Training and Pre-Opening Assistance

Franchisor will provide a training program and pre-opening assistance concerning the operation of the Restaurant Operation as set forth in **Section V** of this Agreement.

B Manual

Franchisor shall loan to Franchisee one copy of the Manual containing mandatory and suggested specifications, standards and operating procedures prescribed from time to time by Franchisor, and information relative to other obligations of a Salsarita's franchisee, and to the operation of a Restaurant. The Manual will remain confidential and the property of Franchisor, constitutes a Trade Secret (as defined in **Section XII A**) of Franchisor, and may not be loaned out, duplicated, or copied in whole or in part in any manner. The Manual may exist in various parts, locations, and formats and may, in Franchisor's sole discretion, include a combination of audio, video, written material, electronic media, website content, and/or software components.

C Continuing Assistance

Franchisor shall provide to Franchisee consulting services with respect to the operation of the Franchise upon Franchisee's reasonable request and subject to the availability of Franchisor's personnel. Franchisor shall provide such consulting services without charge at Franchisor's headquarters in Charlotte, North Carolina. If such services are rendered other than at Franchisor's headquarters, Franchisee will pay to Franchisor, the sum of (i) the travel, lodging and meal costs incurred by Franchisor for its employees and agents rendering such consulting services, plus (ii) \$500 for each of such employees and agents for each day services are rendered. Franchisor may increase the amount charged for such requested consulting services upon sixty (60) days prior written notice, but such fees may not be increased more than once during any six (6)-month period. Such additional consulting services shall be rendered at a mutually convenient time.

D Advertising and Promotion

- 1 Franchisor may develop and provide creative materials for local and regional advertising and make such advertising materials available to its franchisees for publication or distribution in Franchisee's market area at Franchisee's own expense.
- 2 Franchisor may provide specific guidelines for advertising initiated by individual franchisees and shall reserve the right to disapprove any advertising which, in Franchisor's opinion, is not in accordance with these guidelines.
- 3 Immediately upon notification to do so, Franchisee shall discontinue any advertising that would, in Franchisor's opinion, be detrimental.

E Pricing

Franchisor may advise Franchisee from time to time concerning such suggested retail prices. Franchisor and Franchisee agree that any list or schedule of prices furnished to Franchisee

by Franchisor is a recommendation only and is not to be construed as mandatory upon Franchisee. Nothing contained herein shall be deemed a representation by Franchisor that the use of Franchisor suggested prices will generate or optimize profits.

VII FEES AND PAYMENTS BY FRANCHISEE

A. Initial Franchise Fee

Upon execution of this Agreement, Franchisee shall pay to Franchisor an initial franchise fee as set forth on **Exhibit A** (the “**Initial Franchise Fee**”). The Initial Franchise Fee is not refundable for any reason and shall be deemed fully earned by Franchisor upon payment.

B. Royalty Fees and Advertising Fund Contributions

- 1 Franchisee shall pay to Franchisor royalty fees (the “**Royalty Fees**”) of five percent (5%) of monthly Net Revenues (as defined in **Section VII D**). Franchisor reserves the right in its sole discretion to increase the Royalty Fees due under this Agreement to six percent (6%) of monthly Net Revenues upon thirty (30) days advance notice to Franchisee.
- 2 Payment of Royalty Fees and the Advertising Obligation contributions (as defined in **Section VIII C**) are based on Net Revenues as calculated on a weekly basis as specified in the Manual and are due and payable on the dates specified in the Manual. Franchisor may require that Franchisee deliver to Franchisor certain reports containing calculations of Net Revenues, Royalty Fees and the Advertising Obligation contributions in a form specified in the Manual and require that Franchisee certify that the information contained in such reports is true and correct. At its option, Franchisor may calculate Net Revenues, Royalty Fees and the Advertising Obligation contributions based upon information that is retrieved, downloaded or otherwise accessed by Franchisor (via Internet connection or otherwise) from Franchisee’s computer system. Franchisee agrees to take all actions and grant all such approvals that are reasonably necessary to provide such access.
- 3 The required payment method for Royalty Fees and the Advertising Obligation contributions is automatic debit draft from Franchisee’s bank account. Franchisee shall permit Franchisor to withdraw Royalty Fees and the Advertising Obligation contributions from a bank account maintained by Franchisee which permits direct withdrawals by Franchisor on the due date for such payments as specified in the Manual. If Franchisee fails to submit reports relating to the calculation of Royalty Fees and the Advertising Obligation contributions by the due date for such reports as specified in the Manual, Franchisor shall give Franchisee prior written notice of its calculations of Franchisee’s Net Revenues, Royalty Fees and the Advertising Obligation contributions as further specified in the Manual (the “**Fee Report**”). Franchisee shall have at least two (2) days after its receipt of the Fee Report within which to object to the calculations made by Franchisor. If, within such two (2)-day period, Franchisee does not provide Franchisor written notice of objection to the fee calculations provided by Franchisor (which notice shall describe in detail the reasons for its objection), Franchisor may withdraw Royalty Fees and the Advertising Obligation contributions based upon the calculations provided in its Fee Report. Franchisee shall maintain sufficient funds in such bank account to permit Franchisor to withdraw the Royalty Fees and the Advertising Obligation contributions due from time to time. Nothing herein contained shall prevent Franchisor from demanding

that payments of Royalty Fees and/or the Advertising Obligation contributions be mailed or otherwise delivered to Franchisor

- 4 If (a) the date on which any party is required to compute and notify the other of Net Revenues, Royalty Fees or the Advertising Obligation contributions or (b) the date on which Franchisee is required to make any payment hereunder is on a Saturday Sunday or other day on which the commercial banks of Charlotte, North Carolina are authorized or required by law to close, then the obligation to notify the other party of such amounts or make such payment shall be the next day on which the commercial banks of Charlotte, North Carolina are open for business

C Interest for Late Payments

All Royalty Fees, the Advertising Obligation contributions, amounts due for purchases by Franchisee from Franchisor and/or any of its affiliated companies, and other amounts which Franchisee owes to Franchisor and/or its affiliated companies, not received on or before the due date shall be deemed overdue. If any payment or contribution is overdue, Franchisee shall pay to Franchisor immediately upon demand the overdue amount, a late fee of \$100 per incident, plus interest on the overdue amount from the date it was due until paid, at the rate of one and one half percent (1½%) per month, or the maximum rate permitted by law, whichever is less. The foregoing shall be in addition to any other remedies Franchisor may possess, as permitted by law. Franchisee acknowledges that his or her failure to pay all amounts when due shall constitute grounds for termination of this Agreement, as provided herein.

D Definition of Net Revenues

"Net Revenues" means all revenue from the sale of all products, including all food and beverage products, all other products or services offered at or from the Restaurant, and all other income and consideration of every kind and nature related to, derived from, or originating from the Restaurant, including off-premises catering and special events, revenue from credit and debit machines, and proceeds of any business interruption insurance policies, whether at retail or wholesale (whether such sales are permitted or not), whether for cash, check, or credit, and regardless of collection in the case of check or credit provided, however, that "Net Revenues" excludes any customer refunds, employee meals, customer discounts, coupon sales, sales taxes, and/or other taxes collected from customer by you and actually transmitted to the appropriate taxing authorities.

E Franchisor's Right to Apply Franchisee Payments

Notwithstanding any designation by Franchisee, Franchisor shall have the sole discretion to apply any payments by Franchisee to any past due indebtedness of Franchisee for Royalty Fee payments, purchases from Franchisor and any of its affiliates, interest or any other indebtedness. 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 Franchisor's right to recover the balance due or pursue any other remedy provided herein or by law.

VIII ADVERTISING AND MARKETING

Recognizing the value of marketing and the importance of the standardization of advertising and promotion to the furtherance of the goodwill and the public image of Restaurants, Franchisee agrees as follows:

A. Grand Opening Marketing Expenditures

In addition to, and not in lieu of, the Advertising Obligation contributions, Franchisee shall expend at least Fifteen Thousand Dollars (\$15,000) for grand opening advertising and promotional programs in conjunction with the Restaurant's initial grand opening, pursuant to a grand opening marketing program developed by Franchisor or developed by Franchisee and approved in writing by Franchisor. Franchisee shall submit to Franchisor, for Franchisor's prior written approval, a marketing plan and samples of all advertising and promotional materials not prepared or previously approved by Franchisor.

If so requested by Franchisor, Franchisee shall also participate in a joint grand opening program with other Salsarita's franchisees in the same marketing area that are opening their Restaurant at about the same time as Franchisee. With regard to all advertising, Franchisee shall use the advertising materials, techniques and concepts of Franchisor and none other unless Franchisee obtains the prior written approval of Franchisor to use other materials, techniques and concepts.

B. Minimum Requirements Only

Franchisee understands and acknowledges that the required advertising, marketing and promotional contribution and expenditures of this **Section VIII** are minimum requirements only and that Franchisee may, and is encouraged by Franchisor to expend additional funds on local advertising, marketing and promotion.

C. Contributions/Expenditures

Franchisee will have an advertising obligation ("**Advertising Obligation**") as set forth in Exhibit A. Franchisee will pay Franchisor the Advertising Obligation at the same time and in the same manner as the Royalty Fees. Franchisor will have the right, at any time and from time to time, upon thirty (30) days advance notice to Franchisee, to reallocate the Advertising Obligation and/or to increase the Advertising Obligation, provided that (1) Franchisor will not increase the Advertising Obligation by more than two percent (2%) of Net Revenues in any calendar year, and (2) the Advertising Obligation will not exceed six percent (6%) of Net Revenues. Notwithstanding anything in this paragraph to the contrary, Franchisor will not increase the Advertising Obligation by more than one percent (1%) in any calendar year in which Franchisor also elects to increase the Royalty Fees due under this Agreement pursuant to **Section VII B 1** above.

D. Creative Fund

1 Franchisee must contribute to the Creative Fund the amount set forth in **Exhibit A**, as may be subsequently modified by Franchisor. Franchisor may use the Creative Fund contributions and any earnings of the Creative Fund for any costs associated with advertising, marketing, public relations, promotional programs and materials (which may be national or regional in scope) or any other activities that Franchisor believes would benefit the System, including, without limitation, the following: advertising campaigns in various media, point-of-purchase materials, review of locally-produced ads, free standing inserts, brochures, purchasing and/or developing promotional materials, market research, including secret shoppers, sponsorships, web site development, hosting and maintenance, celebrity endorsements, trade shows, association dues, search engine optimization, social media, establishment of a third party facility for customizing local advertising, monitoring and enforcing System advertising standards, accounting costs, and holding an annual franchise convention. Franchisor will not use the Creative Fund for any activity whose sole

purpose is the marketing of franchises, however, Franchisee acknowledges that the Salsanta's web site, public relations activities, community involvement activities and other activities that may be supported by the Creative Fund may contain information about franchising opportunities. Franchisor has the right to direct all programs supported by the Creative Fund, with final discretion over creative concepts, the materials and media used in the programs and their placement. Franchisor does not guarantee that Franchisee will benefit from the Creative Fund in proportion to its contributions to the Creative Fund.

- 2 Restaurants operated by Franchisor or its affiliates will contribute to the Creative Fund on the same basis as comparable franchisees. If Franchisor reduces the Creative Fund Contribution for franchisees, Franchisor will have the right to reduce the required contribution for applicable Restaurants operated by Franchisor or its affiliates by the same amount.
- 3 Any point-of-sale materials produced with Creative Fund monies will be made available to Franchisee at a reasonable cost, and the proceeds of such sales will be credited to the Creative Fund.

C Regional Co-op

- 1 Franchisor, in its sole discretion, may establish a regional advertising and sales promotion cooperative ("**Regional Co-op**") in the regional area in which the Restaurant is located. Franchisee shall be a member of and contribute to the Regional Co-op such amount as is determined from time to time by Franchisor and/or the Regional Co-op, which, as of the date of this Agreement, is the amount specified in **Exhibit A**. The Regional Co-op may be incorporated by Franchisor and will be operated in accordance with its charter, which Franchisor shall have the right to modify from time to time in its sole discretion.
- 2 Franchisor or its designee shall have the right to terminate (and subsequently restart) the Regional Co-op. Upon termination, all monies in the Regional Co-op shall be spent for advertising and/or promotional purposes. Franchisor or its designee shall have the sole right, but not the obligation, to enforce the obligations of franchisees who are members of the Regional Co-op to contribute to the Regional Co-op and neither Franchisee nor any other franchisees who contribute to the Regional Co-op shall be deemed a third party beneficiary with respect to the Regional Co-op obligations of other franchisees or have any right to enforce the obligation of any franchisee to contribute to the Regional Co-op.

F National Ad Fund

- 1 Franchisor may establish (and once established will maintain) a National Ad Fund for all Restaurants. Franchisee shall contribute to the National Ad Fund the amount set forth in **Exhibit A**, as may be subsequently modified by Franchisor. Restaurants operated by Franchisor and its affiliates shall contribute to the National Ad Fund on the same basis as comparable franchisees.
- 2 Franchisor or its designee shall direct all advertising, marketing, and public relations programs and activities financed by the National Ad Fund, with sole discretion over the creative concepts, materials and endorsements used in those programs and activities, and the geographic, market and media placement and allocation of advertising and marketing materials. Franchisee agrees that the National Ad Fund may be used to pay the costs of preparing and producing such associated materials.

and programs as Franchisor or its designee may determine, including video, audio and written advertising materials, employing advertising agencies, sponsorship of sporting, charitable or similar events, administering regional and multi-regional advertising programs, including, without limitation, purchasing direct mail and other media advertising and employing advertising agencies to assist with these efforts, and supporting public relations, market research and other advertising, promotional and marketing activities. Franchisee agrees to participate in all advertising, marketing, promotions, research and public relations programs instituted by the National Ad Fund.

G Local Store Marketing Fund

- 1 Franchisee will spend, at a minimum, the percentage of Net Revenues specified in **Exhibit A** for local marketing of the Restaurant in authorized advertising media and for authorized advertising expenditures ("**Local Store Marketing Fund**") Franchisor or its designee periodically will advise Franchisee of the authorized advertising media and authorized advertising expenditures
- 2 Franchisor may require, from time to time and at any time, that Franchisee pay to Franchisor directly the Local Store Marketing Fund (at the same time as the Royalty Fee), in which case Franchisor will reimburse Franchisee up to such amount for approved local store marketing expenditures for which Franchisee provides Franchisor with evidence of such approved local store marketing expenditures according to procedures described in the Manual
- 3 Franchisee may not advertise the Restaurant in connection with any other business except with Franchisor's prior written approval. Franchisee agrees to conduct all marketing in a dignified manner and in accordance with the standards and requirements Franchisor specifies periodically. Franchisor may provide Franchisee with a marketing manual, guidelines for creating a marketing plan, scripts and branding tools. Franchisee may be required to pay a reasonable fee for accessing and customizing local advertising and promotional materials. Franchisee agrees that all advertising and promotional materials must bear the Proprietary Marks in the form, color, location and manner that Franchisor prescribes. Franchisor will have the final decision on all creative development of advertising and promotional messages. Franchisee also agrees that Franchisor owns all advertising and promotional materials developed by Franchisee and Franchisee will take all actions Franchisor specifies to vest ownership in Franchisor.
- 4 Franchisee must submit to Franchisor in writing for Franchisor's prior acceptance all sales promotion materials and advertising that have not been prepared, or previously accepted, by Franchisor and identify the proposed media in which Franchisee intends to place the advertising. If Franchisor's written consent to the material and its proposed placement is not received within ten (10) days after the date that Franchisor received the material, the material may not be used. In no event will Franchisee's advertising or marketing materials contain any statement or material that, in Franchisor's sole discretion, may be considered (A) in bad taste or offensive to the public or to any group of persons, (B) defamatory of any person or an attack on any competitor, (C) to infringe upon the use, without permission, of any other persons' trade name, trademark, service mark or identification, (D) inconsistent with the public image of the System or the Proprietary Marks, or (E) not in accordance with any federal or state law. Franchisor reserves the right to require Franchisee to discontinue the use of any advertising or marketing materials.

- 5 If requested by Franchisor, Franchisee shall create a local store advertising and marketing plan by which Franchisee shall place local store marketing in any approved media, provided that such advertising conforms to the standards and requirements of Franchisor as set forth in Franchisor's Manual, or otherwise designated by Franchisor

H Treatment of Payments to Franchisor

- 1 Franchisor shall separately account for the Creative Fund and the National Ad Fund, but none of the funds shall be required to be segregated from Franchisor's other monies. None of the funds shall be used to defray any of Franchisor's general operating expenses. Each fund may hire employees, either full-time or part-time, for its administration. Franchisor and its affiliates may be reimbursed by each fund for expenses directly related to the fund's marketing programs including, without limitation, conducting market research, preparing advertising and marketing materials, and collecting and accounting for contributions to each fund. Franchisor may spend in any fiscal year an amount greater or less than the aggregate contribution of all Restaurants to each fund during that year or cause each fund to accumulate a surplus for future use by the fund. Franchisor is not required to conduct an independent audit of either fund. Upon Franchisee's written request, but no sooner than 150 days after the close of Franchisor's fiscal year, Franchisor will make available to Franchisee an unaudited statement of contributions and expenditures for the funds. Franchisor or its designee will have the right to cause each fund to be incorporated or operated through an entity separate from Franchisor at such time as Franchisor or its designee deems appropriate, and such successor entity shall have all rights and duties of Franchisor pursuant to this **Section VIII**
- 2 Franchisee understands and acknowledges that each fund is intended to enhance recognition of the Proprietary Marks and patronage of Restaurants. Franchisor will endeavor to utilize each fund to develop advertising and marketing materials and programs, and to place advertising that will benefit the System and all Restaurants contributing to the fund. However, Franchisee agrees that Franchisor is not liable to Franchisee and Franchisee forever covenants not to sue and holds Franchisor harmless of any liability or obligation to ensure that expenditures by each fund in or affecting any geographic area (including the Designated Location) are proportionate or equivalent to the contributions to the fund by Restaurants operating in that geographic area, or that any Restaurant will benefit directly or in proportion to its contribution to each fund from the development of advertising and marketing materials or the placement of advertising. Except as expressly provided in this **Section VIII**, neither Franchisor nor its designee assumes any direct or indirect liability to Franchisee with respect to the maintenance, direction or administration of each fund.
- 3 Franchisor reserves the right, in its sole discretion, to (A) suspend contributions to and operations of each fund for one or more periods that it determines to be appropriate, (B) terminate any fund upon thirty (30) days' written notice to Franchisee and establish, if Franchisor so elects, one or more new advertising funds, and (C) upon the written request of any franchised or company Restaurants, defer or waive, in whole or in part, any advertising fees required by this Section if, in Franchisor's sole judgment, there has been demonstrated unique, objective circumstances justifying any such waiver or deferral. Franchisor, in its sole discretion as it deems appropriate in order to maximize media effectiveness, may transfer monies from the Creative Fund to the National Ad Fund or from the

National Ad Fund to the Creative Fund. Upon termination of a fund, all monies in the fund shall be, in Franchisor's sole discretion, spent for advertising and/or promotional purposes or transferred to another fund. Franchisor has the right to reinstate any terminated fund upon the same terms and conditions set forth in this Agreement upon thirty (30) days' prior written notice to Franchisee.

IX. ACCOUNTING AND BOOKKEEPING RECORDS

A. Bookkeeping, Accounting and Records

- 1 Franchisee shall maintain during the term or terms of this Agreement, and shall preserve for a minimum of seven (7) years thereafter, full, complete accurate records of all sales, marketing activities, closeout sheets, payroll and accounts payable in accordance with the accounting system described by Franchisor in the Manual or otherwise specified in writing.
- 2 Franchisee agrees to use computerized point of sale cash and data capture and retrieval systems that meet Franchisor's specifications and to record sales of the Restaurant electronically or on tape for all sales at or from the Franchise location.
- 3 Franchisor may from time to time require information about Franchisee's financial condition, earnings, sales, profits, costs, expenses and performance to provide a basis for providing prospective franchisees of Franchisor with information concerning actual or potential earnings, to comply with applicable laws and regulations governing the offer and sale of franchises or to use solely for benchmarking and similar informational purposes within Franchisor's franchise system. Franchisee shall provide such information promptly when so requested by Franchisor, and shall certify that such information is true and complete in all material respects. Franchisee hereby consents to the disclosure and use of such information in the manner described herein.
- 4 Franchisee grants Franchisor access to Franchisee's financial and accounting records maintained via computer. Franchisor has the right to retrieve, download or otherwise access via Internet connection or otherwise such financial and accounting records.

B. Submission of Financial Statements

Franchisee shall, at its expense, submit to Franchisor, within fifteen (15) days of the end of each quarter during the term of this Agreement, on forms prescribed by Franchisor, a financial statement, which may be unaudited, for the preceding month, including both an income statement and balance sheet. Franchisee shall also, at its expense and throughout the term of this Agreement, submit to Franchisor within sixty (60) days of the end of each fiscal year of the Franchise, a complete financial statement for the said fiscal year, including, without limitation, both an income statement and balance sheet, which may be unaudited, together with such other information in such form as Franchisor may require. Each financial statement shall be certified by Franchisee attesting that the statement is true and correct and prepared in accordance with Franchisor's requirements. Franchisee shall also submit to Franchisor other records, reports, information and data as Franchisor may reasonably designate, in the form, and at the times and the places reasonably required by Franchisor. Upon thirty (30) days advance written notice, Franchisor may prepare the financial statements required under this **Section IX.B** based upon financial and accounting information obtained by Franchisor from Franchisee or directly obtained from Franchisee's

computer system in the manner described in **Section IX.A.4** above. Franchisor may charge Franchisee a reasonable fee in connection with the preparation of such financial statements.

C Franchisor's Right to Audit

Franchisor has the right at any time during business hours, and without prior notice to Franchisee, to examine, compile, review, audit or cause to be audited all business records, financial and otherwise, relating to the Restaurant. If any such audit or review discloses an understatement of Net Revenues for any period or periods, Franchisee shall pay to Franchisor, within fifteen (15) days, all additional Royalty Fees and other fees or contributions required to be paid, including interest on overdue amounts, based upon the results of such audit or review. In addition, if there is an understatement of Net Revenues of five percent (5%) or more for any period, or the audit or review is caused by Franchisee's failure to provide required financial records to Franchisor, Franchisee, in addition to paying amounts described above, shall reimburse Franchisor for the cost of such audit or review, including, without limitation, the costs of any independent auditors and the travel expenses, room and board, and compensation of any employees or agents of Franchisor.

X. STANDARDS OF QUALITY AND PERFORMANCE

A. Image of Restaurant

Franchisee agrees to maintain the condition and appearance of the premises of the Franchise location hereunder consistent with Franchisor's standards for the image of a Restaurant as an attractive, pleasant and comfortable Restaurant. Franchisee agrees to cause such reasonable maintenance of the Franchise location as is required from time to time to maintain or improve the appearance and efficient operation of the Franchise hereunder, including replacement of worn out or obsolete fixtures, furniture and signs, repair of the exterior and interior of the Restaurant and decorating. If at any time in Franchisor's judgment the general state of repair or the appearance of the premises of the Franchise hereunder or its Equipment does not meet Franchisor's standards, Franchisor shall so notify Franchisee, specifying the action to be taken by Franchisee to correct such deficiency. If Franchisee fails or refuses to initiate within fifteen (15) days after receipt of such notice, and thereafter continue, and promptly complete, a bona fide program to complete any required maintenance, Franchisor shall have the right, in addition to all other remedies, to enter upon the premises of the Franchise and effect such maintenance on behalf of Franchisee, and Franchisee shall pay the costs thereof on demand.

B No Alteration to Restaurant

Franchisee shall make no material alterations to the improvements of the Franchise hereunder nor shall Franchisee make material replacements of or alterations to the Equipment of the Franchise hereunder without the prior written approval of Franchisor.

C Use of Premises

The Franchise location approved by Franchisor in accordance with this Agreement shall be used solely for the purpose of conducting Franchisor's business and System.

D Authorized Products and Services

Franchisee agrees that he or she will offer for sale, and sell at the Restaurant, all merchandise, products and services that Franchisor from time to time prescribes. Franchisee further agrees that Franchisee will not offer for sale, or sell at the Restaurant, any other

category of merchandise, products or services, or use such premises for any purpose other than the operation of a Restaurant in full compliance with this Agreement. Except as expressly provided in this Agreement, Franchisee is not limited as to the customers to whom it may sell the products and services authorized by Franchisor. Franchisor, from time to time, may conduct market research and testing to determine the viability of new products and services. Franchisee must cooperate by participating in such programs and by purchasing and promoting the sale of such test products, if required by Franchisor.

E Sale of Trademarked or Copyrighted Product Lines

Franchisee agrees, as part of the consideration for this Agreement, that Franchisee will carry an adequate supply and maintain a representative inventory of items and merchandise packaged under Franchisor's trademarks and copyrights, if any, and Franchisee shall maintain, carry and promote such items and merchandise for sale or lease to the general public in order to meet customer demands as designated by Franchisor.

F Approved Manufacturers, Suppliers and Distributors

From time to time, Franchisor shall provide to Franchisee, a list of approved manufacturers, suppliers, and distributors for all products and services necessary to operate the Restaurant. Franchisor may revise the approved list of manufacturers, suppliers and distributors from time to time in its sole discretion. Such approved list shall be submitted to Franchisee as Franchisor deems advisable.

G Authorized Equipment, Fixtures, and Supplies

All inventory, supplies and Equipment and related items used in the operation of the Restaurant shall conform to the specifications and quality standards established by, Franchisor from time to time. Franchisee shall purchase all inventory, supplies, Equipment and other products and materials required for the operation of the Restaurant solely from suppliers (including manufacturers and distributors) who demonstrate, to the continuing reasonable satisfaction of Franchisor, the ability to meet Franchisor's reasonable standards and specifications for such items, who possess adequate quality control and capacity to meet Franchisee's needs properly and reliably; and who have been approved in writing by Franchisor and not thereafter disapproved. Franchisor has the right to require that Franchisee use only certain brands and to prohibit Franchisee from using other brands. If Franchisee desires to purchase any items from an unapproved supplier, Franchisee shall submit to Franchisor a written request for approval of such items or shall request supplier to do so. Franchisor shall have the right to require that its representatives be permitted to inspect the supplier's facility and that samples from the supplier be delivered at Franchisor's option either to Franchisor or to an independent consultant designated by Franchisor for testing. A charge not to exceed the reasonable cost of the inspection and the actual cost of the testing shall be paid by Franchisee or the supplier. Franchisor shall respond to Franchisee's request within a reasonable period of time, not to exceed sixty (60) days. Any approval not received within such sixty (60)-day time period shall be deemed disapproved. Franchisor reserves the right, at its option, to reinspect the facilities and products of such approved suppliers, from time to time, and to revoke its approval upon supplier's failure to continue to meet any of Franchisor's criteria for standards and specifications. Franchisor shall be entitled upon request, to periodically review inventory reports from Franchisee, including product identification and serial numbers, if applicable, for compliance with the foregoing requirements.

H Specifications, Standards and Operating Procedures

Franchisee agrees to fully comply with all mandatory specifications, standards, operating procedures and rules as in effect from time to time relating to

- 1 The maintenance, cleanliness, function and appearance of the Restaurant and its Equipment and the maintenance thereof,
- 2 Procedures regarding purchasing of any trademarked product line or copyrighted materials and other inventory items,
- 3 Procedures and techniques regarding merchandising activities,
- 4 The general appearance and demeanor of, and the quality of customer service delivered by, the Restaurant's employees,
- 5 Hours during which the Restaurant will be attended and open for business,
- 6 Advertising and promotional programs, including franchise sales and other promotional materials to be displayed in the Restaurant,
- 7 Use and retention of standard forms,
- 8 Type, quantity and variety of Equipment, trademarked product lines and copyrighted materials and inventory items,
- 9 Use and illumination of signs, posters, displays and similar items,
- 10 Identification of Franchisee as the owner of the Restaurant and an independent contractor of Franchisor,
- 11 The handling of customer complaints, and
- 12 The gathering of customer data and feedback.

Mandatory specifications, standards, operating procedures and techniques and other rules 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. All references herein to this Agreement shall include all such mandatory specifications, standards and operating procedures and rules

Franchisee specifically acknowledges that Franchisor cannot and does not exercise control over your day-to-day operations (such as safety and security, the manner of operation of any motor vehicles used by or on behalf of Franchisee, or any of Franchisee's employment decisions), and that all liability arising out of these matters is therefore Franchisee's responsibility

I Licenses, Permits and Certificates

Franchisee shall secure and maintain in force all required licenses, permits and certificates relating to the operation of the Restaurant and shall operate the Restaurant in full compliance with all applicable laws, ordinances and regulations, including, without limitation, all government regulations relating to occupational hazards and health, consumer protection, equal opportunity, trade regulation, worker's compensation, unemployment insurance,

withholding and payment of federal and state income taxes and social security taxes and sales, use and property taxes

J Products with the Proprietary Marks

Franchisee shall in the operation of the Restaurant use and display, labels, forms and other paper products imprinted with the Proprietary Marks and colors as prescribed from time to time by Franchisor

K. Training and Personnel

- 1 If Franchisee is owned by more than one individual, Franchisee shall designate and retain an individual to serve as the Operating Principal (as defined below) If Franchisee is an individual, Franchisee is the Operating Principal The Operating Principal as of the date of this Agreement is designated on **Exhibit A** (the “**Operating Principal**”) The Operating Principal shall meet all of the following qualification. (A) the operating principal shall be an Owner (as defined in Section **XVIII H 1**) of at least 10% of Franchisee, (B) the Operating Principal shall, at a minimum, have full control over the day-to-day activities of the Restaurant and those other restaurants (that are franchised by Franchisor or its affiliates) operated by Franchisee in the same geographic area as the Restaurant, including control over the employment decisions, standards of operation and financial performance, (C) the Operating Principal shall devote full-time and best efforts to supervising the operation of the Restaurant and those other restaurants (that are franchised by Franchisor or its affiliates) operated by Franchisee in the same geographic area as the Restaurant and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility; (D) unless waived in writing by Franchisor, the Operating Principal shall maintain his primary residence within a reasonable driving distance of the Restaurant, (E) the Operating Principal shall successfully complete Franchisor’s initial training program and any additional training required by Franchisor, and (F) Franchisor shall have approved the Operating Principal, and not have later withdrawn that approval

If the Operating Principal no longer meets these qualifications, Franchisee must provide Franchisor written notice designating a qualified person to act as Operating Principal within thirty (30) days after the date the prior Operating Principal ceases to be qualified Franchisor shall advise Franchisee whether it has approved the new Operating Principal within a reasonable time after receipt of Franchisee’s notice If Franchisor does not approve the proposed Operating Principal, Franchisee will have fifteen (15) days from its receipt of notice of the decision to advise Franchisor in writing of another person to act as Operating Principal who satisfies the preceding qualifications

- 2 Franchisee shall designate, and maintain at all times, a manager (the “**Manager**”) to be responsible for the day-to-day management of the Franchise The initial and all subsequent Managers of the Franchise may be Franchisee or the Operating Principal, or any other person approved in advance by Franchisor who demonstrates to Franchisor’s reasonable satisfaction that he or she meets Franchisor’s educational, managerial and business standards, possesses a good moral character, business reputation and credit rating; and has the aptitude and ability to operate the Franchise There is no requirement that the Manager have an ownership interest in the franchising entity unless the Manager is also the Operating Principal

- 3 Any other employees and agents of Franchisee who will be involved in the direct management and supervision of the Franchise (such employees and agents, the Manager and the Operating Principal shall be collectively referred to herein as “**Management**”) and who are designated by Franchisor as needing initial training must also attend and satisfactorily complete Initial Training. Management must also complete any additional or refresher training programs that are required by Franchisor from time to time after the Franchise commences operations, including, without limitation, the training programs described in **Section V C** above and recertification training to be conducted at the Restaurant.
- 4 If, at any time after opening the Franchise, Franchisee designates a new Manager, such new Manager shall attend and satisfactorily complete an initial training program prior to assuming his or her position in accordance with **Section V D** above.

L Inventory and Supplies Prior to Opening

Prior to commencement of operation of the Restaurant, Franchisee shall adequately supply the Restaurant with the inventory, supplies, Equipment and related items as prescribed by Franchisor, and any other items of the type, quantity and quality as specified by Franchisor in the Manual.

M Continued Use of Inventory and Supplies

Franchisee agrees that the Restaurant shall at all times maintain an adequate inventory of all products and services required by Franchisor.

N Use of Advertising and Promotional Activities

All advertising and promotional activities that Franchisee conducts in any medium shall be conducted in a dignified manner and shall accurately promote, describe and otherwise represent the products and services of the Restaurant and shall have been approved in writing by Franchisor prior to their use by Franchisee. Franchisee agrees to refrain from any advertising or promotional practice which is unethical or may be injurious to the business or reputation of Franchisor or the goodwill associated with the Proprietary Marks.

O Notice of Legal Proceedings

Franchisee shall notify Franchisor in writing within five (5) days of the commencement of or the threatening of any action, suit, or proceeding, or of the issuance or the threatened issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation, financial condition or reputation of the Restaurant.

P Internet Use

Franchisee shall not use the Proprietary Marks in any Internet domain name or e-mail address, in the operation of any Internet web site, on a social networking site, for marketing purposes on mobile devices, or in association with any other future technological avenue without Franchisor's prior written consent. Franchisor may grant or withhold its consent in its sole discretion and may condition its consent on such requirements as Franchisor deems appropriate, including, among other things, that Franchisee obtain Franchisor's written approval of (1) any supplier of such services, (2) any and all Internet domain names and home page addresses related to the Restaurant, (3) the proposed form and content of any web

site related to the Restaurant, (4) Franchisee's use of any hyperlinks or other links, (5) Franchisee's use of any materials (including text, video clips, photographs, images and sound bites) in which any third party has an ownership interest; and (6) any proposed modification of Franchisee's web site. Franchisor may designate the form and content of Franchisee's web site and may require that any such web site be hosted by Franchisor or a third party who Franchisor designates, using one or more web sites that Franchisor owns or controls. Franchisor may charge Franchisee a fee for developing, reviewing and approving Franchisee's web site and for hosting the web site.

Q Manual

Franchisee shall comply with and abide by each rule, procedure, standard, specification and requirement contained in Franchisor's operations manual, as it may be amended, modified or supplemented from time to time (as so amended, modified or supplemented, the "**Manual**") and such other written or electronically transmitted rules, procedures, standards, specifications and requirements that may be issued by Franchisor from time to time. Franchisee acknowledges that Franchisor may unilaterally amend, modify or supplement the Manual at any time, so long as such amendments, modifications or supplements do not modify the fundamental rights of Franchisee under this Agreement and will, in the good faith opinion of Franchisor, benefit Franchisor and Franchisor's existing and future franchisees or shall otherwise improve Franchisor's System. Franchisee agrees to keep Franchisee's copy of the Manual up-to-date, and if there is any dispute as to the current contents of the Manual, the terms of Franchisor's master copy maintained at its headquarters shall control.

R. Standards of Service, Reputation

Franchisee shall at all times, give prompt, courteous, and efficient service to its customers. The Restaurant shall, in all dealing with its customers, suppliers, and the public at large, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. Franchisee acknowledges the importance to the System, and to the Marks, of Franchisee maintaining a reputation of good moral character, and for this reason Franchisee agrees to not engage in conduct that is offensive to decency, morality, or social properties and that, in the reasonable determination of Franchisor, is like to have an adverse effect on the System.

S Guest Satisfaction Programs

In order to (among other things) maintain and enhance the goodwill associated with the Proprietary Marks, the System and each Restaurant, Franchisee agrees to participate in programs initiated to verify guest satisfaction and Franchisee's compliance with all operational and other aspects of the System, including (but not limited to) guest satisfaction programs/surveys, an 800 number, secret shoppers or other programs as Franchisor may require. Franchisor will share the results of these programs, as they pertain to the Restaurant, with Franchisee. Franchisee will reimburse Franchisor for all costs incurred by Franchisor related to these programs at the Restaurant.

T Hardware and Software

1 Franchisee agrees to procure and install such data processing equipment, computer hardware and software, required dedicated telephone, DSL and power lines, high speed Internet connections, modems, printers and other computer-related accessory or peripheral equipment (collectively, "**Computer Equipment**") as Franchisor specifies in the Manual or otherwise in writing. All of the foregoing must be able to provide Franchisor with information, both related to the operation and financial performance of the Franchise and in the proper form and manner, as Franchisor

reasonably may specify from time to time. Franchisee shall provide all assistance required by Franchisor to bring Franchisee's Computer Equipment on-line with the computer system designated by Franchisor and maintained by Franchisor or its affiliates at the earliest possible time. Franchisee agrees that Franchisor shall have the free and unfettered right to retrieve any data and information from Franchisee's Computer Equipment as Franchisor, in its sole discretion, deems appropriate, including, without limitation, electronically polling the daily sales, menu mix, customer count, average transaction, supply purchases, cost of goods sold, expenses, deleted lines, refunds, employee time, customer data and other data of the Restaurant. All of the hardware and software specified to be installed or purchased, or activities Franchisee is to accomplish, and the delivery cost of all hardware and software, shall be at Franchisee's expense.

2. Franchisee shall (A) use the proprietary software program, system documentation manuals and other proprietary materials now and hereafter required by Franchisor in connection with the operation of the Restaurant, (B) if requested by Franchisor, execute Franchisor's software license or similar agreement, (C) input and maintain in Franchisee's Computer Equipment such data and information as Franchisor prescribes in the Manual, software programs, documentation or otherwise, and (D) purchase new or upgraded software programs, system documentation manuals and other proprietary materials at then-current prices whenever adopted system-wide by Franchisor.
3. Franchisee acknowledges that Computer Equipment is designed to accommodate a finite amount of data and terminals, and that, as these limits are reached, or as technology or software is developed in the future, Franchisor may, in its sole discretion, mandate, from time to time and at any time during the term of this Agreement, that Franchisee (A) add memory, ports and other accessories or peripheral equipment or additional, new or substitute software to the original Computer Equipment purchased by Franchisee, and (B) replace or upgrade the Computer Equipment with a larger system capable of assuming and discharging the computer-related tasks and functions specified by Franchisor. Franchisee also acknowledges that computer designs and functions change periodically and that Franchisor may, from time to time and at any time during the term of this Agreement and upon renewal of this Agreement, desire to make substantial modifications to its computer specifications or to require installation of entirely different systems.
4. To ensure full operational efficiency and communication capability between Franchisor's Computer Equipment and those of all Salsarita's Restaurants, Franchisee agrees, at its expense, to keep its Computer Equipment in good maintenance and repair and to make additions, changes, modifications, substitutions and replacements to its computer hardware, software, telephone and power lines and other computer-related facilities as directed by Franchisor, and on the dates and within the times specified by Franchisor in its sole discretion. Upon termination or expiration of this Agreement, all computer software and related materials obtained from Franchisor shall be returned to Franchisor in good operating condition, excepting normal wear and tear.

U Non-Cash Payment Systems/Loyalty Program

Franchisee shall participate, at its expense, in Franchisor's loyalty program. Franchisee shall accept debit cards, credit cards, stored value gift cards or other non-cash payment systems.

specified by Franchisor to enable customers to purchase authorized products from the Restaurant and shall obtain, at Franchisee's expense, all necessary hardware and software used in connection with these non-cash payment systems and Franchisor's loyalty program. Franchisee shall reimburse Franchisor for any and all costs associated with such non-cash payment systems as they pertain to the Restaurant that Franchisor may incur

XI

PROPRIETARY MARKS

A. Franchisor's Ownership of Proprietary Marks

Franchisee acknowledges and agrees that Franchisor is the owner of the Proprietary Marks, and Franchisee's right to use the Proprietary Marks is derived solely from this Agreement and is limited to the conduct of the business by Franchisee pursuant to and in compliance with this Agreement and all applicable standards, specifications, and operating procedures prescribed by Franchisor from time to time during the term of this Agreement. Any unauthorized use of the Proprietary Marks by Franchisee is a breach of this Agreement and an infringement of the rights of Franchisor in and to the Proprietary Marks. Franchisee acknowledges and agrees that all usage of the Proprietary Marks by Franchisee and any goodwill established by Franchisee's use of the Proprietary Marks shall inure to the exclusive benefit of Franchisor. Franchisee shall not, at any time during the term of this Agreement, or after its termination or expiration, contest the validity or ownership of any of the Proprietary Marks or assist another person in contesting the validity or ownership of any of the Proprietary Marks. All provisions of this Agreement applicable to the Proprietary Marks apply to any additional trademarks, service marks, and commercial symbols authorized for use by and licensed to Franchisee by Franchisor after the date of this Agreement.

B. Franchisee's Use of Proprietary Marks

Franchisee shall not use any Proprietary Marks as part of any corporate or trade name, or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form, nor may Franchisee use any Proprietary Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee agrees to give such notices of trademark and service mark registrations as Franchisor specifies and to obtain such fictitious or assumed named registrations as may be required under applicable law or as requested by Franchisor. Franchisee shall not use any of the Proprietary Marks in any manner which has not been specified or approved by Franchisor prior thereto.

C. Unauthorized Use of Proprietary Marks

Franchisee shall immediately notify Franchisor in writing of any apparent infringement of or challenge to Franchisee's use of the Proprietary Marks, which it becomes aware of, and of any claim by any person of any right in the Proprietary Marks or any similar trade name, trademark, or service mark of which Franchisee becomes aware. Franchisee shall not directly or indirectly 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 shall have the right to exclusively control any litigation, US Patent and Trademark Office proceeding or other administrative proceeding arising out of such infringement, challenge or claim or otherwise relating to the Proprietary 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 interests of Franchisor in any

such litigation, US Patent and Trademark Office proceeding, or other administrative proceeding or to otherwise protect and maintain the interests of Franchisor in the Proprietary Marks. Franchisor is not required to defend or indemnify Franchisee against any claims of infringement or unfair competition arising out of Franchisee's use of the Proprietary Marks, even if Franchisee is a party to an administrative or judicial proceeding and the proceeding is resolved unfavorably.

D Franchisor's Right to Modify

If it becomes advisable at any time in Franchisor's sole discretion, for Franchisor or Franchisee to modify or discontinue use of the Proprietary Marks, or use one or more additional or substitute trade names, trademarks, service marks, or other commercial symbols, Franchisee agrees to comply with Franchisor's directions within a reasonable time after notice to Franchisee by Franchisor. Franchisor shall have no liability or obligation whatsoever with respect to Franchisee's modification or discontinuance of the Proprietary Marks prescribed herein. Franchisee agrees that any costs for modifying or changing the Proprietary Marks will be borne by Franchisee and such modification or change of Proprietary Marks will be completed by Franchisee within a reasonable period of time after notification by Franchisor.

E Franchisor's Right to Inspect Restaurant

In order to preserve the validity and integrity of the Proprietary Marks and copyrighted materials licensed herein, and to assure that Franchisee is properly employing the same in the operation of its Restaurant, Franchisor or its agents shall have the right of entry and inspection of Franchisee's premises at all reasonable times. Franchisor or its agents shall have the right to confer with Franchisee's employees and customers, and to inspect Equipment and related merchandise, trademarked product lines, other merchandise, supplies or inventory for evaluation purposes in order to make certain that the Equipment and related merchandise, trademarked product lines, and other merchandise, supplies, inventory, services and operations are satisfactory and meet the quality control provisions and performance standards established by Franchisor from time to time.

F Injunctive Relief Available to Franchisor

Franchisee agrees that due to the nature of the irreparable harm and injury Franchisor, Salsarita's franchisees and the System will suffer if the Proprietary Marks are infringed upon or otherwise violated or misused by Franchisee following termination of this Agreement or otherwise, Franchisor may apply for injunctive relief to protect the Proprietary Marks in a state or federal court of competent jurisdiction located in Mecklenburg County, North Carolina, or the Western District of North Carolina, and Franchisee hereby consents to personal jurisdiction and venue in such courts. Franchisee agrees that any uses of the Proprietary Marks in any matter other than as provided in this Agreement shall constitute irreparable harm and injury to Franchisor and the System.

XII CONFIDENTIALITY OF PROPRIETARY INFORMATION

A. Definitions

For purposes of this Agreement, the following terms have the following meanings:

"Confidential Information" means valuable and proprietary confidential business information or data other than Trade Secrets (as defined below). Confidential Information also includes any items specifically designated as a Trade Secret that are ultimately

determined under applicable law not to constitute a trade secret but that otherwise meet the definition of Confidential Information. **FRANCHISEE ACKNOWLEDGES THAT THE TERMS OF THE MANUAL ARE CONFIDENTIAL INFORMATION (EXCEPT FOR ANY TERM IN THE MANUAL THAT WOULD CONSTITUTE A TRADE SECRET)**

“Trade Secrets” means information (including, but not limited to, confidential business information, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, list of actual or potential customers or suppliers) that (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. To the extent that applicable law mandates a definition of “trade secret” inconsistent with the foregoing definition, then the foregoing definition shall be construed in such a manner as to be consistent with the mandated definition under applicable law.

B Non-Disclosure Covenant

Franchisee acknowledges that he, she or it may be exposed to certain Confidential Information and Trade Secrets of Franchisor during the term of the Franchise Agreement, and that his, her or its unauthorized use or disclosure of such information or data could cause immediate and irreparable harm to Franchisor. Accordingly, except to the extent that it is necessary to use such information or data to perform his or her express obligations under this Agreement, Franchisee shall not (and shall take diligent measures to ensure that its employees and other personnel shall not), without the express prior written consent of Franchisor, publish, disclose, transfer, release or divulge to any other person or entity, or use or modify for use, directly or indirectly, in any way for any person or entity:

- 1 any of the Confidential Information during the term of this Agreement and for a period of two (2) years after the termination of this Agreement; and
- 2 any of the Trade Secrets at any time during which such information shall constitute a Trade Secret before or after termination of this Agreement. The Parties acknowledge and agree that Franchisor’s Trade Secrets include, but are not limited to product marketing and promotional techniques and plans, financial data and plans, and any components of the System that fall within the definition of a Trade Secret. **THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FRANCHISOR’S CONFIDENTIAL INFORMATION INCLUDES, BUT IS NOT LIMITED TO THE CONTENTS OF THE MANUAL (EXCEPT FOR ANY INFORMATION IN THE MANUAL THAT WOULD CONSTITUTE A TRADE SECRET), AND ANY COMPONENT OF THE SYSTEM THAT DOES NOT CONSTITUTE A TRADE SECRET BUT THAT OTHERWISE MEETS THE DEFINITION OF “CONFIDENTIAL INFORMATION”**

C Injunctive Relief Available to Franchisor

Franchisee acknowledges that any failure to comply with the requirements of this **Section XII** will cause Franchisor, Salsarita’s franchisees and the System irreparable harm and injury, and Franchisor shall be entitled to obtain specific performance of, or an injunction against any violation of, such requirements. Franchisee agrees to pay all court costs and reasonable attorneys’ fees incurred by Franchisor in obtaining specific performance of, or an injunction against, any violation of the requirements of this Agreement. The foregoing

remedies shall be in addition to any other legal or equitable remedies which Franchisor may possess. Franchisee agrees that Franchisor, due to the nature of the irreparable harm and injury Franchisor, Salsanta's franchisees, and the System will suffer if the requirements of this Section of this Agreement are violated, may apply for injunctive relief to a state or federal court of competent jurisdiction located in Mecklenburg County, North Carolina, or the Western District of North Carolina, and Franchisee hereby consents to personal jurisdiction and venue in such courts.

D Franchisee's Employees Will Not Disclose Proprietary Information

Franchisee may disclose the proprietary information only to such of its employees, agents and representatives as must have access to it in order to operate the Restaurant. Franchisee shall obtain from each such employee, representative or agent, a non-disclosure agreement that is in a form and substance reasonably satisfactory to Franchisor.

E Franchisor's Patent Rights and Copyrights

Franchisor does not currently own rights in, or to, any patents that are material to the Franchise. However, Franchisor claims a copyright in the Manual, advertising and marketing materials, certain operations literature, Franchisor's web sites, and similar items used in operating Restaurants.

F Ownership of Newly Developed Products and Services

Franchisee must fully and promptly disclose to Franchisor all ideas, names, concepts, methods and techniques relating to the development, operation or promotion of his or her Restaurant, conceived or developed by him or her or by employees during the term(s) of this Agreement. Franchisor has the perpetual right to use and authorize other Restaurants to use such ideas, names, concepts, methods, recipes and techniques and, if incorporated into Franchisor's System for the development, operation or promotion of Restaurants, such ideas, names, concepts, methods, recipes and techniques become the sole and exclusive property of Franchisor without any consideration to Franchisee, in as much as they are derivative ideas or products of Franchisor's proprietary information.

G Trade Dress

Franchisee acknowledges and agrees that portions of the Restaurant décor and design constitute unique and protectable images to the consumer which are identified with the System and which are part of the goodwill associated with the System. Franchisee agrees that all usage of Restaurant decor and design elements prescribed by Franchisor for the Restaurant and any goodwill established thereby shall inure to the exclusive benefit of the Franchisor. This Agreement does not grant any ownership or other interest in the Restaurant decor and design elements to Franchisee.

XIII MODIFICATION OF THE SYSTEM

A. System Modifications

Franchisor, in its sole discretion, shall be entitled from time to time to change or modify the System, including modifications to the Manual, the menu and menu formats, the required equipment, the signage, the building and premises of the Restaurant (including the trade dress, decor and color schemes), the presentation of the Proprietary Marks, the adoption of new administrative forms and methods of reporting and of payment of any monies owed to Franchisor (including electronic means of reporting and payment) and the adoption and use

of new or modified Proprietary Marks or copyrighted materials. Franchisee shall accept and use or display in the Restaurant any such changes or modifications in the System as if they were a part of the System at the time this Agreement was executed, and Franchisee will make such expenditures as the changes or modifications in the System may reasonably require.

B New Menu Items

Within thirty (30) days after receipt of written notice from Franchisor, Franchisee shall begin selling any newly authorized menu items and cease selling any menu items that are no longer authorized. All food, beverage and merchandise items authorized for sale at the Restaurant shall be offered for sale under the specific name designated by Franchisor. Franchisee shall establish menu prices in its sole and absolute discretion. If Franchisee has a suggestion for a new menu item or for a change to an authorized menu item or Franchisee desires to participate in a test market program, Franchisee shall provide Franchisor written notice prior to implementation. Franchisee shall not add or modify any menu item or participate in a test market program without first having obtained Franchisor's prior written approval. Franchisee shall purchase any additional equipment and smallwares as Franchisor deems reasonably necessary in connection with new menu items. If Franchisor requires Franchisee to begin offering a new menu item which requires the purchase of additional equipment, a reasonable period of time, as determined in the sole discretion of Franchisor, shall be provided for the financing, purchase and installation of any such equipment before such new menu items must be offered for sale at the Restaurant.

C Remodeling

Extensive structural changes, major remodeling and renovations, and substantial modifications to existing equipment and improvements to modernize and conform the Restaurant to the image of the System for new franchised and company restaurants shall be required at Franchisor's request (but not more often than every five (5) years). Capital expenses necessary for the repair and maintenance of the Franchise location are not subject to the time limitations described in the preceding sentence. Within sixty (60) days after receipt of Franchisor's written notice regarding the required modernization, Franchisee shall prepare and complete drawings and plans for the required modernization. These drawings and plans must be submitted to, and their use approved by, Franchisor prior to the commencement of work. Franchisee shall complete the required modernization within the time reasonably specified by Franchisor in its written notice.

D Variations

Because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege, at its sole and absolute discretion and as it may deem in the best interests of all concerned in any specific instance, to vary standards and franchise agreement provisions for any Franchisee or prospective Franchisee based upon the peculiarities of a particular site or circumstance, density of population, business potential, population or trade area, existing business practices, or any other condition which Franchisor deems to be of importance to the successful operation of such Franchisee's business. Franchisee shall not be entitled to require Franchisor to grant to Franchisee a like or similar variation.

E Ownership of Improvements

If Franchisee develops any new concepts, processes or improvements relating to the System, whether or not pursuant to a Franchisor-authorized test, Franchisee promptly shall notify

Franchisor and provide Franchisor with all information regarding the new concept, process or improvement, all of which shall become the property of Franchisor and its affiliates and which may be incorporated into the System without any payment to Franchisee. Franchisee, at its expense, promptly shall take all actions deemed necessary or desirable by Franchisor to vest in Franchisor ownership of such concepts, processes or improvements.

XIV INSURANCE OBLIGATIONS

A. Overall Insurance Coverage Required

Franchisee must procure, prior to opening the Restaurant and shall maintain in full force and effect during the term of this Agreement, at Franchisee's expense, an insurance policy or policies protecting Franchisor, and the officers, directors, partners, agents and employees of both Franchisor and Franchisee, against any loss, liability, personal injury, death, property damage or expense whatsoever arising from or occurring upon or in connection with operating the Restaurant. Franchisor must be named as an additional insured on all such policies (except on Workers Compensation and Employer's Liability Insurance policies).

B Qualified Insurance Carrier

All insurance policies required under this Agreement shall be written by an insurance company with an A.M. Best Rating of at least A Minus VII and otherwise satisfactory to Franchisor, naming Franchisor as an additional insured, whenever possible, in accordance with standards and specifications set forth in the Manual or otherwise specified in writing, and shall include, at a minimum (except as higher policy limits may reasonably be specified from time to time by Franchisor), the limits set forth in the Manual for the following categories of required insurance, and any additional categories required by Franchisor, as set forth in the Manual.

- 1 Commercial General Liability insurance including but, not limited to, product liability, premises liability, advertising injury or insult, and Hired & Non-owned Auto liability;
- 2 Commercial Auto Liability for all company owned Autos of not less than \$1,000,000 combined single limit per occurrence,
- 3 Property Coverage written on a special form covering the total insured value of tenant's betterments and improvements and business personal property on a replacement cost basis, when permitted,
- 4 Workers Compensation and Employer's Liability Insurance as required by law, subject to Franchisor's then current minimum coverages, if applicable,
- 5 Umbrella Liability for all underlying liability policies,
- 6 Employment Practices Liability Coverage (EPLI), and
- 7 Such other insurance that may be required by the statutes or other laws of the state or any local governmental entity in which the Restaurant is located and operated

C No Limitations on Coverage

Franchisee's obligations to obtain and maintain the foregoing insurance policies, in the policy limits set forth in the Manual, shall not be limited in any way by reason of any

insurance which may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve it of liability under the indemnity provisions set forth in this Agreement. Franchisee may maintain such additional insurance as it may consider advisable

D Evidence of Coverage

Upon obtaining the insurance required by this Agreement and on each policy renewal date thereafter, Franchisee must promptly submit evidence of satisfactory insurance and proof of payment thereof to Franchisor, together with, upon request, copies of all policies and policy amendments and endorsements. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be cancelled or materially altered without giving at least thirty (30) days' prior written notice to Franchisor.

E Franchisor May Procure Insurance Coverage

Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as described from time to time by the Manual or otherwise in writing, a breach of this Agreement shall result. Franchisor shall then have the right and authority (but no obligation) to procure such insurance and to charge the same to Franchisee, which charges, together with a fee equal to ten percent (10%) of such insurance premium to cover Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon notice from Franchisor.

F Certificate of Insurance

Franchisee must submit to Franchisor, at least annually, and otherwise upon request by Franchisor a copy of the certificate of renewal or other evidence of the renewal, existence or extension of such insurance policies.

XV TERMINATION OF FRANCHISE

A. By Franchisee

If Franchisee is in compliance with this Agreement and Franchisor materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice thereof is delivered to Franchisor, then Franchisee may terminate this Agreement and the Franchise effective thirty (30) days after delivery to Franchisor of notice thereof. Any termination of this Agreement and the Franchise by Franchisee, without complying with the foregoing requirements, or for any reason other than a material breach of this Agreement by Franchisor and Franchisor's failure to cure such material breach within thirty (30) days after receipt of written notice thereof, shall be deemed a termination by Franchisee without cause.

B By Franchisor

Franchisee acknowledges that the strict performance of all the terms of this Agreement is necessary not only for protection of Franchisor, but also for the protection of Franchisee and other franchisees of Franchisor. Therefore, Franchisee acknowledges and agrees that strict and exact performance by Franchisee of each of the covenants and conditions contained in this Agreement is a condition precedent to the continuation of this Agreement. If Franchisee shall breach any provision of this Agreement, then Franchisor shall notify Franchisee in writing of such breach, specifying its nature and giving Franchisee thirty (30) days in which to remedy same, except as set forth in **subsection C** below. If Franchisee shall fail to remedy such breach during said thirty (30) days, then Franchisor can terminate this

Agreement and the Franchise effective immediately upon receipt by Franchisee of notice of termination. If applicable law requires that Franchisee be allowed more than thirty (30) days to remedy such breach, then Franchisee shall be given such longer time to remedy such breach.

C Termination of Franchise – Without Cure

Notwithstanding the foregoing, Franchisee shall be deemed to be in breach and Franchisor, at its option, may terminate this Agreement and all rights granted under it, without affording Franchisee any opportunity to cure the breach, effective immediately upon Franchisor notifying Franchisee in writing of such breach, upon the occurrence of any of the following events of default:

- 1 Franchisee fails to pay when due any fee, expense, charge or other amount due and owing to Franchisor or any of its affiliates after five (5) days written notice thereof, or if Franchisee has previously been given at least two (2) notices of nonpayment for any reason within the last twenty four (24) months and Franchisee thereafter fails to timely pay when due any fee, expense, charge or other amount;
- 2 Franchisee fails to pay when due any fee, expense, charge or other amount due and owing to any creditor of Franchisee after ten (10) days written notice thereof from Franchisor;
- 3 Franchisee abandons, surrenders, or transfers control of the operation of the Restaurant or fails to continuously and actively operate the Restaurant, unless precluded from doing so by events beyond Franchisee's reasonable control,
- 4 On two (2) or more occasion during any twelve (12)-month period Franchisee fails or refuses to submit when due any financial statement, tax return or other report required under this Agreement or submits to Franchisor (a) financial statements or other information or supporting records during any two-year period that understate by more than two percent (2%) Franchisee's Net Revenues, or (b) any financial statement or other information or supporting record that intentionally understates the Net Revenues or distorts any other material information,
- 5 Franchisee files a petition for relief from its or his debts, liabilities or obligations, or for appointment of a receiver for Franchisee or for all or a substantial portion of Franchisee's assets, or makes a general assignment for the benefit of Franchisee's creditors, or a petition is filed against Franchisee or a receiver is appointed for Franchisee or for all or a substantial portion of Franchisee's assets, or a judgment is entered against Franchisee, and such petition, appointment or judgment is not stayed or vacated or otherwise discharged within sixty (60) days or becomes unappealable or is acquiesced in or consented to by Franchisee,
- 6 Any of the representations of Franchisee herein or in any other instrument, document or certificate furnished pursuant to this Agreement or in connection therewith is untrue in any material respect or omits any material fact necessary to make any such representations not misleading in light of the circumstances in which such representation was made,
- 7 Franchisee engages in any Transfer that requires Franchisor's prior written approval without Franchisee's having obtained that prior written approval

- 8 Franchisee becomes bankrupt, insolvent or otherwise unable to pay Franchisee's obligations as they become due,
- 9 Franchisee discloses or divulges the contents of the Manual, or any other Confidential Information or Trade Secret provided to Franchisee by Franchisor or any of its affiliates to any third party,
- 10 Franchisee or any Owner of Franchisee is convicted of a felony, a crime involving moral turpitude or consumer fraud, or any other crime or offense that Franchisor believes is likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith or Franchisor's interests therein,
- 11 Within one hundred and eighty (180) days after the Effective Date, Franchisee has not obtained from Franchisor approval of Franchisee's proposed site and lease agreement or purchase agreement or, within one hundred and eighty (180) days after Franchisor's approval of the site for the Franchise and the lease or purchase agreement, Franchisee fails to commence operations of the Franchise,
- 12 Franchisee or any Owner acquires any interest in a business in violation of **Section XVIII C**,
- 13 If a threat or danger to public safety results from the construction, maintenance or operation of the Restaurant or Franchisee breaches or fails to comply with any law, regulation or ordinance that results in a threat to the public's health or safety, and fails to cure the non-compliance within twenty four (24) hours following receipt of notice thereof from Franchisor or applicable public officials, whichever occurs first,
- 14 Franchisee operates the Restaurant in an unlawful manner without any required license or permit,
- 15 Franchisee misuses or makes any unauthorized use of the Proprietary Marks, engages in any business or markets a service or products under a name or mark that is confusingly similar,
- 16 Franchisee defaults under its lease agreement for the Restaurant premises and fails to cure the default within the applicable grace period,
- 17 Franchisee or any member of Management fails to attend and, in Franchisor's sole judgment, successfully complete any mandatory training program as required by the Franchisor,
- 18 Franchisee fails to obtain Franchisor's prior written approval of any and all advertising, marketing or promotional plans and materials used by Franchisee in connection with its promotion of the Restaurant or otherwise fails to comply with Franchisor's policies and procedures with respect to advertising, marketing, or promotion,
- 19 Franchisee offers through the Restaurant or on the Restaurant premises any product or service that is not approved by Franchisor,
- 20 An event of default occurs under the terms and conditions of any other agreement between Franchisor (or any of its affiliates) and Franchisee (or any of its affiliates), including, but not limited to, any other Franchise Agreement or any Area

Development Agreement or Area Representative Agreement, and such event of default provides Franchisor with the right to terminate such agreement,

- 21 On three (3) or more occasions during any twelve (12)-month period, Franchisee breaches this Agreement (regardless of whether or when such breaches are subsequently cured by Franchisee), or
- 22 On two (2) or more occasions during any twelve (12)-month period Franchisee fails to comply with Franchisor's operating standards (as prescribed in this Agreement and in the Manual) and does not correct such failures after being notified by Franchisor through any means including, without limited, in a written report or orally during an on-site inspection.

No such termination of this Agreement shall relieve Franchisee of any of Franchisee's obligations, debts or liabilities hereunder, including, without limitation, any debts, obligations or liabilities that have accrued prior to such termination, nor shall any such termination relieve Franchisee of any liability for damages Franchisor may suffer or incur as a result of such early termination, including, without limitation, damages resulting from loss of future Royalty Fees or Creative Fund contributions. The right of termination granted herein is in addition to, and not in lieu of, any and all other rights and remedies available to Franchisor at law, in equity or otherwise, all of which are cumulative. Franchisor has no obligation at any time to perform or to comply with any of its obligations to Franchisee, whether pursuant to this Agreement or otherwise, unless (i) Franchisee has fully complied with and performed all of Franchisee's obligations under this Agreement, and (ii) no event of default, or event which with the giving of notice or passage of time or both would become an event of default, exists hereunder.

XVI FRANCHISEE'S OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT

A. Payment of Monies Owed to Franchisor

Franchisee shall pay to Franchisor, within fifteen (15) days after the effective date of termination or expiration of this Agreement, any Royalty Fees, advertising fees, payments for inventory, supplies, Equipment or any other sums owed to Franchisor or any affiliate of Franchisor, by Franchisee, which are then unpaid.

- 1 The parties recognize the difficulty, but not the impossibility, of calculating damages caused by the loss to Franchisor in the event this Agreement is terminated, but nevertheless recognize and agree that such damages will arise, and hereby agree to the following formula on the calculation of such damages. Upon termination of this Agreement prior to the expiration of the term hereof other than pursuant to **Section XV A.** hereof, then in addition to all other requirements of Franchisee specified in **Section XVI**, Franchisee shall also pay Franchisor, as liquidated damages and not as a penalty and in lieu of paying Franchisor for its lost monthly Royalty Fees for the period after the termination of this Agreement, an amount equal to three (3) times the average annual Royalty Fees paid or due with respect to the Franchise during the calendar year immediately prior to the termination. If the Franchise was open for business for less than a full calendar year, Franchisor shall be entitled to an amount equal to thirty-six (36) times the average monthly Royalty Fees paid or due with respect to the Franchise during each month in which the Franchise was open for business prior to termination.

- 2 Notwithstanding any other provision of this Agreement, if the foregoing liquidated damages formula is unenforceable or void for any reason, Franchisee shall pay Franchisor, in lieu of liquidated damages, Franchisor's lost future profits which are caused by the loss of monthly Royalty Fees. Franchisee waives any duty on the part of Franchisor to mitigate any damages caused by the loss of future franchise fees, by Franchisee breaching this Agreement, or by Franchisee causing or otherwise allowing an event of default to occur.

B Return of Manual and Other Materials

Franchisee further agrees that upon termination or expiration of this Agreement, he or she will immediately return to Franchisor all originals and copies of the Manual, training aids and any other materials which have been loaned or provided to Franchisee by Franchisor or any affiliate of Franchisor. Franchisee must further agree to turn over to Franchisor any other manuals, customer lists, rolodexes, records, files, instructions, correspondence and brochures, computer software, computer diskettes, and any and all other Confidential Information and Trade Secrets relating to the operation of the Restaurant in Franchisee's possession, custody, or control and all copies thereof (all of which are acknowledged to be Franchisor's sole property), and will retain no copy or record of the foregoing, excepting only Franchisee's copy of this Agreement and any correspondence between the parties hereto, and any other documents which Franchisee reasonably needs for compliance with any provision of law.

C Cancellation of Assumed Names Transfer of Phone Numbers

Franchisee further agrees that, upon termination or expiration of this Agreement, Franchisee will take such action that may be required to cancel all assumed names or equivalent registrations relating to Franchisee's use of any Proprietary Marks and to notify the telephone company and listing agencies of the termination or expiration of Franchisee's right to use any telephone number in any classified ad and any other telephone directory listings associated with the Proprietary Marks or with the Restaurant and to authorize transfer of same to Franchisor. Franchisee must acknowledge in writing that as between Franchisor and Franchisee, Franchisor has the sole rights to and interests in all telephone numbers and directory listings associated with any Proprietary Marks or the Restaurant. Franchisee must further authorize Franchisor, and thereby appoint Franchisor as its attorney in fact, to direct the telephone company and all listing agencies to transfer the number and listings to Franchisor. Should Franchisee fail or refuse to do so, the telephone company and all listing agencies may accept such direction in this Agreement as conclusive evidence of the exclusive rights of Franchisor in such telephone numbers and directory listings and its authority to direct their transfer.

D Transfer of URLs, Web Pages, Email, Social Media and Cancellation of Internet Directories

Franchisee further agrees that, upon termination or expiration of this Agreement, Franchisee immediately will take such action that may be required to transfer to Franchisor or cancel entirely (the decision to transfer or cancel being in Franchisor's sole discretion) any and all URLs, web pages, email accounts, social media accounts, and similar technology media and marketing accounts associated with the Restaurant. Unless otherwise directed by Franchisor, Franchisee will also instruct all business listing services (whether online or otherwise) that provide reference to the Restaurant to remove such reference.

E Cease Using Proprietary Marks

Franchisee further agrees that, upon termination or expiration of this Agreement, Franchisee shall immediately and permanently cease to use, by advertising, or any manner whatsoever, any confidential methods, procedures, and techniques associated with Franchisor and the Proprietary Marks and any proprietary marks and distinctive forms, slogans, symbols, computer formats, signs, logos or devices associated with the System. In particular, and without limiting the foregoing, Franchisee will cease to use all signs, advertising materials, stationery, forms, and any other articles which display the Proprietary Marks

F Cease Operating Restaurant

Franchisee agrees, upon termination or expiration of this Agreement, to immediately cease to operate the Restaurant under this Agreement, and shall not thereafter, directly or indirectly, represent itself to the public or hold itself out as a present or former franchisee of Franchisor

G Customers

Upon any termination or expiration of this Agreement, we have the unrestricted right, without paying you any legal consideration, to offer and sell, and to permit other Salsarita's franchisees to offer and sell, any products or services, to any and all customers of your Restaurant. We have the right to use information from your computer system or related reports submitted to us for such purposes, notwithstanding anything to the contrary contained in this Agreement.

H No Confusion with Proprietary Marks

In the event Franchisee continues to operate or subsequently begins to operate any other business after termination or expiration of this Agreement, Franchisee agrees

- 1 not to use any reproduction, counterfeit, copy or colorable imitation of the Proprietary Marks, either in connection with such other business or in the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute Franchisor's exclusive rights in and to the Proprietary Marks,
- 2 not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor or a former association or connection with Franchisor; and
- 3 to take such action as may be required to cancel all fictitious or assumed name registrations relating to Franchisee's use of any of the Proprietary Marks

I Continuing Obligations

All obligations under this Agreement which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect until they are satisfied in full or by their nature expire

J Modification of Premises

Immediately upon termination or expiration of this Agreement for any reason, Franchisee shall make such modifications and alterations to the premises of the Restaurant operated under this Agreement as may be necessary to distinguish the appearance of the premises

from that of other Restaurants so clearly as to prevent any possibility of confusion by the public, including, but not limited to, removing from the premises and discontinuing the use of all signs, tags, packaging, paper goods, advertising materials, fixtures, posters, decor items, forms and other materials and supplies which display any of the Proprietary Marks or any distinctive features, images, or designs associated with Franchisor, and shall make such specific additional changes to the Restaurant premises as Franchisor may reasonably request for that purpose. In the event Franchisee fails or refuses to comply with this requirement, Franchisor shall have the right to enter upon the premises without being guilty of trespassing or any other tort for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand.

K. Franchisor's Option to Purchase

- 1 Upon the expiration or termination of this Agreement for any reason, Franchisor will have the option to purchase from Franchisee some or all of the assets used in the Restaurant ("Assets"). Franchisor may exercise its option by giving written notice to Franchisee at any time following expiration or termination up until thirty (30) days after the later of (A) the effective date of termination or expiration, or (B) the date Franchisee ceases to operate the Restaurant. As used in this Section, "Assets" shall mean and include, without limitation, leasehold improvements, Equipment, vehicles, furnishings, fixtures, signs, supplies, inventory (non-perishable products, materials and supplies) and related items used in the Restaurant, and the real estate fee simple or the lease or sublease for the Designated Location. Franchisor shall be entitled to the entry of interlocutory and permanent orders of specific performance by a court of competent jurisdiction if Franchisee fails or refuses to timely meet its obligations under this Section.
- 2 Franchisor shall have the unrestricted right to assign this option to purchase the Assets. Franchisor or its assignee shall be entitled to all customary representations and warranties that the Assets are free and clear (or, if not, accurate and complete disclosure) as to (A) ownership, condition and title, (B) liens and encumbrances, (C) environmental and hazardous substances, and (D) validity of contracts and liabilities inuring to Franchisor or affecting the Assets, whether contingent or otherwise.
- 3 If Franchisor only chooses to purchase inventory, supplies, Equipment or related items, the purchase price for these items shall be the original cost depreciated over five (5) years on a straight line basis and, if more than five (5) years old, the purchase price will be ten percent (10%) of the original cost. If Franchisor chooses to purchase the Restaurant, the purchase price for the Assets ("**Purchase Price**") shall be their fair market value, (or, for leased assets, the fair market value of Franchisee's lease) determined as of the effective date of purchase in a manner that accounts for reasonable depreciation and condition of the Assets, provided, however, that the Purchase Price shall take into account the termination of this Agreement. Further, the Purchase Price for the Assets shall not contain any factor or increment for any trademark, service mark or other commercial symbol used in connection with the operation of the Restaurant nor any goodwill or "going concern" value for the Restaurant. Franchisor may exclude from the Assets purchased in accordance with this Section any Equipment, vehicles, furnishings, fixtures, signs, and inventory that are not approved as meeting then-current standards for a Restaurant or for which Franchisee cannot deliver a Bill of Sale in a form satisfactory to Franchisor.

- 4 If Franchisor and Franchisee are unable to agree on the fair market value of the Assets within thirty (30) days after Franchisee's receipt of Franchisor's notice of its intent to exercise its option to purchase the Assets, the fair market value shall be determined by two professionally certified appraisers, Franchisee selecting one and Franchisor selecting one. If the higher appraisal is more than 10% greater than the other appraisal, the two appraisers shall select a third professionally certified appraiser who also shall appraise the fair market value of the Assets. The average value set by the appraisers (whether two or three appraisers as the case may be) shall be conclusive and shall be the Purchase Price.
- 5 The appraisers shall be given full access to the Restaurant, the Designated Location and Franchisee's books and records during customary business hours to conduct the appraisal and shall value the leasehold improvements, equipment, furnishings, fixtures, signs and inventory in accordance with the standards of this Section. The appraisers' fees and costs shall be borne equally by Franchisor and Franchisee.
- 6 Within ten (10) days after the Purchase Price has been determined, Franchisor may exercise its option to purchase the Assets by so notifying Franchisee in writing ("**Franchisor's Purchase Notice**") The Purchase Price shall be paid in cash or cash equivalents at the closing of the purchase ("**Closing**"), which shall take place no later than sixty (60) days after the date of Franchisor's Purchase Notice. From the date of Franchisor's Purchase Notice until Closing.
- 7 Franchisee shall operate the Restaurant and maintain the Assets in the usual and ordinary course of business and maintain in full force all insurance policies required under this Agreement. Franchisor shall have the right to appoint a manager, at Franchisor's expense, to control the day-to-day operations of the Restaurant and Franchisee shall cooperate, and instruct its employees to cooperate, with the manager appointed by Franchisor. Alternatively, Franchisor may require Franchisee to close the Restaurant during such time period without removing any Assets from the Restaurant.
- 8 For a period of thirty (30) days after the date of Franchisor's Purchase Notice ("**Due Diligence Period**"), Franchisor shall have the right to conduct such investigations as it seems necessary and appropriate to determine (A) the ownership, condition and title of the Assets, (B) liens and encumbrances on the Assets, (C) environmental and hazardous substances at or upon the Designated Location, and (D) the validity of contracts and liabilities inuring to Franchisor or affecting the Assets, whether contingent or otherwise. Franchisee will afford Franchisor and its representatives access to the Restaurant and the Designated Location at all reasonable times for the purpose of conducting inspections of the Assets, provided that such access does not unreasonably interfere with Franchisee's operations of the Restaurant.
- 9 During the Due Diligence Period, at its sole option and expense, Franchisor may (A) cause the title to the Assets that consist of real estate interests ("**Real Estate Assets**") to be examined by a nationally recognized title company and conduct lien searches as to the other Assets, (B) procure "AS BUILT" surveys of the Real Estate Assets, (C) procure environmental assessments and testing with respect to the Real Estate Assets, and (D) inspect the Assets that consist of leasehold improvements, equipment, vehicles, furnishings, fixtures, signs and inventory ("**Fixed Assets**") to determine if the Fixed Assets are in satisfactory working condition. Prior to the end of the Due Diligence Period, Franchisor shall notify Franchisee in writing of any objections that Franchisor has to any finding disclosed in any title to lien search,

survey, environmental assessment or inspection. If Franchisee cannot or elects not to correct any such title defect, environmental objection or defect in the working condition of the Fixed Assets, Franchisor will have the option to either accept the condition of the Assets as they exist or rescind its option to purchase on or before the Closing

- 10 Prior to the Closing, Franchisee and Franchisor shall comply with all applicable legal requirements, including the bulk sales provisions of the Uniform Commercial Code of the state in which the Restaurant is located and the bulk sales provisions of any applicable tax laws and regulations. Franchisee shall, prior to or simultaneously with the Closing, pay all tax liabilities incurred in connection with the operation of the Restaurant prior to Closing. Franchisor shall have the right to set off against and reduce the Purchase Price by any and all amounts owed by Franchisee to Franchisor, and the amount of any encumbrances or liens against the Assets or any obligations assumed by Franchisor.
- 11 If the Designated Location is leased, Franchisor agrees to use reasonable efforts to effect a termination of the existing lease for the Designated Location. If the lease for the Designated Location is assigned to Franchisor or Franchisor subleases the Designated Location from Franchisee, Franchisor will indemnify and hold Franchisee harmless from any ongoing liability under the lease from the date Franchisor assumes possession of the Designated Location, and Franchisee will indemnify and hold Franchisor harmless from any liability under the lease prior to and including that date.
- 12 If Franchisee owns the Designated Location, Franchisor, at its option, will either purchase the fee simple interest or, upon purchase of the other Assets, enter into a standard lease with Franchisee on terms comparable to those for which similar commercial properties in the area are then being leased. The initial term of this lease with Franchisee shall be at least 10 years with 4 options to renew of 5 years each and the rent shall be the fair market rental value of the Designated Location. If Franchisee and Franchisor cannot agree on the fair market rental value of the Designated Location, then appraisers (selected in the manner described in **Section XVI K.4** above) shall determine the rental value.
- 13 At the Closing, Franchisee shall deliver instruments transferring to Franchisor or its assignee (A) good and merchantable title to the Assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to Franchisor or its assignee), with all sales and other transfer taxes paid by the Franchisee, (B) all licenses and permits for the Restaurant that may be assigned or transferred, with appropriate consents, if required, and (C) the lease or sublease for the Designated Location, with appropriate consents, if required. If Franchisee cannot deliver clear title to all of the purchased Assets as indicated in this Section, or if there are other unresolved issues, the Closing shall be accomplished through an escrow.

XVII RELATIONSHIP OF FRANCHISOR AND FRANCHISEE

A. Independent Contractors

Franchisor and Franchisee are independent contractors. Neither this Agreement, the nature of the relationship of the parties nor the dealings of the parties pursuant to this Agreement will create, directly or indirectly, any fiduciary or similar relationship between the parties.

hereto. Nothing contained in this Agreement, or arising from the conduct of the parties hereunder, is intended to make either party a general or special agent, joint venturer, partner, employee or joint employer of the other for any purpose whatsoever. Franchisee agrees to identify itself conspicuously in all dealings with customers, lessors, contractors, suppliers, public officials, employees and others as the owner of the Franchise and business and agrees to place conspicuously such other notices of independent ownership at the Franchise and on forms, business cards, stationery, advertising and other materials as Franchisor may require from time to time.

Franchisee may not make any express or implied agreements, warranties, guarantees or representations or incur any debt in Franchisor's name or on its behalf or represent that the relationship of the parties hereto is anything other than that of independent contractors. Franchisor will not be obligated by or have any liability under any agreements made by Franchisee with any third party or for any representations made by Franchisee to any third party. Franchisor will not be obligated for any damages to any person or property arising directly or indirectly out of the operation of the Franchise.

Franchisee specifically acknowledges, and shall ensure that its employees are well advised, that Franchisor is not an employer of the Restaurant personnel. Franchisee shall be solely responsible for all wages, salaries, withholdings, taxes, insurance, benefits and all other employment-related costs and expenses in connection with Restaurant personnel. Franchisee shall conspicuously identify itself as the employer on all employment applications and other employment-related forms, and as the payor on all employee paychecks and paystubs, and shall not place the Proprietary Marks on any of those items.

Franchisee acknowledges and agrees that Franchisor shall not be liable for the acts, errors and omissions of any third-party with whom Franchisee contracts or otherwise deals, regardless of whether such third-party is an approved or designated supplier of the Restaurant or the System.

B Indemnification

Franchisee agrees to indemnify Franchisor and its affiliates and the respective directors, officers, employees, shareholders, agents, successors and assigns of Franchisor and its affiliates (collectively, "**indemnitees**"), and to hold the indemnitees harmless to the fullest extent permitted by law, from any and all losses and expenses (as defined below) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether it is reduced to judgment), or any settlement thereof, which arises directly or indirectly from, or as a result of: (1) the selection, development, ownership, operation or closing of the Franchise, (2) any negligent act or omission, or more culpable conduct, of Franchisee or any of Franchisee's Owners, directors, officers, employees, agent or contractors, (3) any allegation or determination that Franchisor and Franchisee are joint employers of Restaurant personnel or that Franchisor is otherwise responsible for the acts, errors, and omissions of Franchisee concerning Restaurant personnel, or (4) Franchisee's breach of this Agreement or any of the warranties or representations contained herein. Franchisee shall be obligated to indemnify and hold harmless the indemnitees regardless of whether any strict, vicarious or joint liability is imposed by law on the indemnitees, provided, however, that this indemnity will not apply to the extent of liability arising from Franchisor's breach of this Agreement or the gross negligence or willful misconduct of the indemnitees. The term "**losses and expenses**" includes compensatory, exemplary, incidental, consequential and punitive damages (including lost profits), fines and penalties, attorneys' fees, experts' fees, court costs, costs associated with investigating and defending against claims, settlement amounts, judgments,

compensation for damages to our reputation and goodwill, costs of recall, refunds, compensation to third parties, and public notices, and all other costs associated with any of the foregoing losses and expenses. Franchisee agrees to give Franchisor prompt notice of any event of which Franchisee is aware for which indemnification is required, and, at Franchisee's expense and risk, Franchisor may elect to assume (but is under no circumstance obligated to undertake) the defense or settlement thereof, provided that we will seek Franchisee's advice and counsel. Franchisor's assumption of the defense or settlement of the event does not modify Franchisee's indemnification obligations herein. Franchisor may, in its reasonable discretion, take such actions as it deems necessary and appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereof as may be, in Franchisor's reasonable discretion, necessary for the protection of the indemnitees or the System generally. This **Section XVII B** will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

C No Fiduciary Relationship

It is understood and agreed by and between Franchisor and Franchisee that this Agreement does not establish a fiduciary relationship between them in any manner.

XVIII COVENANTS

A. - Franchisee Receives Confidential Information

Franchisee specifically acknowledges that pursuant to this Agreement, Franchisee will receive valuable training and confidential information, including, without limitation, Confidential Information, Trade Secrets, information regarding promotional, operational, sales, and marketing methods and techniques of Franchisor and the System.

B Competitive Business

"**Competitive Business**" means any business that operates a restaurant specializing in quick serve or fast casual Mexican food, or any other business that is the same as, or similar to, the Franchise, as such may evolve over time. Franchisor would be unable to protect its Trade Secrets and Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among its franchisees if such franchisees were permitted an unrestricted right to hold interests in, or perform services for, any Competitive Business.

C Covenants Not to Compete

- 1 Franchisee covenants that, except as otherwise approved in writing by Franchisor, Franchisee shall not, during the term of this Agreement, either directly or indirectly, including but not limited to through any member of his, her or their immediate families (whether natural or adopted), for himself, or on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, advise, consult with, invest in, be employed by, franchise, license or otherwise engage in, in whole or in part, a Competitive Business.
- 2 Franchisee covenants that, except as otherwise approved in writing by Franchisor, Franchisee shall not, for two (2) years after expiration or termination of this Agreement, regardless of the reason for such expiration or termination, either directly or indirectly, including but not limited to through any member of his, her or their immediate families (whether natural or adopted), for himself, or on behalf of,

or in conjunction with any person or entity, own, manage, operate, maintain, advise, consult with, invest in, be employed by, franchise, license or otherwise engage in, in whole or in part, a Competitive Business that is located. (a) at the Designated Location, (b) within the area defined in **Exhibit C**, or (c) within a two (2)-mile radius of any other Salsarita's Restaurant in existence or in development at the time of such termination or expiration. The radius of any restrictive covenant set forth in this **Section XVIII C 2** shall be measured from the main entrance door of the Restaurant.

- 3 Franchisee covenants that, except as otherwise expressly approved in writing by Franchisor, Franchisee shall not, during the term of this Agreement and for two (2) years after expiration or termination of this Agreement, regardless of the reason for such expiration or termination, either directly or indirectly, including but not limited to through any member of his, her or their immediate families (whether natural or adopted), for himself, or on behalf of, or in conjunction with any person or entity (a) divert, or attempt to divert, any business or customer of any Salsarita's Restaurant to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System, and (b) seek to employ, and thereafter employ, any person who is employed, or at any time in the preceding 12-month period has been employed, by Franchisor or any affiliate of Franchisor, or otherwise induce or seek to induce any such person to leave his or her employment. In the event of a breach of **Section XVIII C 3 (b)** hereof, recognizing the amount of time, effort and money necessary to find and develop replacement personnel, and recognizing the difficulty of calculating the exact amount of damages for such breach, Franchisee agrees, in addition to any and all other remedies available to Franchisor or its affiliate, to pay Franchisor or its affected affiliate, as applicable, as liquidated damages and not as a penalty, an amount equal to the employee's most recent annual salary set by Franchisor or its affiliate or, if an hourly employee, the employee's annualized salary calculated based on the employee's most recent pay rate set by Franchisor or its affiliate, a 40 hour work week, and 52 work weeks per year
- 4 The covenants of this **Section XVIII C** are not intended to prevent any individual from being able to procure gainful employment. Franchisee acknowledges and agrees that the above-stated covenants are reasonable in terms of geographic scope, duration of time, and type of activity restrained and that these covenants do not impose greater restraints than are necessary to protect Salsarita's franchisees, the System, and the goodwill or other business interests of Franchisor. The two (2) year post-term covenants shall be tolled during any period of time Franchisee is in violation of such post-term covenants such that the covenants shall be enforceable for a full two (2)-year period.

D Exception to Covenant Not to Compete

Section XVIII C hereof shall not apply to ownership by Franchisee of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly held corporation.

E Covenants are Independent

The parties agree that each of the foregoing covenants shall be construed to be independent of any other covenant or provision of this Agreement. If all or any portion of the covenants

in this **Section XVIII** of this Agreement are held to be unenforceable or unreasonable by a court or agency having competent jurisdiction in any final decision to which Franchisor is a party, Franchisee 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 resultant covenant were separately stated in and made a part of this section of this Agreement.

F Claims Are Not Defense to Covenants

Franchisee expressly agrees that the existence of any claim it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants of **Section XVIII C** of this Agreement. Franchisee further agrees that Franchisor shall be entitled to set off from any amount owed by Franchisor to Franchisee any loss or damage to Franchisor resulting from Franchisee's breach of **Section XVIII C** of this Agreement.

G Injunctive Relief Available to Franchisor

Franchisee acknowledges that any failure to comply with the requirements of **Section XVIII** of this Agreement will cause Franchisor irreparable injury for which no adequate remedy at law may be available, and Franchisee hereby accordingly consents to the issuance by a court of competent jurisdiction of an injunction prohibiting any conduct by Franchisee in violation of the terms of this section of this Agreement. Franchisor may further avail itself of any legal or equitable rights and remedies which it may have under this Agreement or otherwise. Franchisee agrees Franchisor, due to the nature of the irreparable harm and injury Franchisor and the System will suffer if the requirements of this section of this Agreement are violated, may apply for injunctive or other equitable relief to a state or federal court of competent jurisdiction located in Mecklenburg County, North Carolina, or the Western District of North Carolina, and Franchisee hereby consents to personal jurisdiction and venue in such courts.

H Business Entity Franchisee

If Franchisee is a business entity, the following requirements shall apply:

- 1 Franchisee has furnished to Franchisor a complete and accurate list of all of Franchisee's owners ("**Owners**") Franchisee will maintain a current list of all Owners and their percentage ownership interest (as set forth in **Exhibit A**). Franchisee will comply with this Section prior to any change in ownership interests and will execute addenda to **Exhibit A** as changes occur in order to ensure the information contained in **Exhibit A** is true, accurate and complete at all times.
- 2 Franchisee shall cause each Owner to guarantee Franchisee's performance hereunder and to perform and discharge certain obligations under this Agreement by entering into the Payment and Performance Guarantee attached hereto. Franchisee hereby represents that Owners are the only persons that hold an equity interest in Franchisee.

XIX. ASSIGNMENT

A. Assignment by Franchisor

This Agreement grants Franchisor the right to freely transfer or assign all or part of its rights or obligations under this Agreement to any assignee or other legal successor to the interests of Franchisor without Franchisee's consent.

B Assignment by Franchisee

- 1 This Agreement and the License are personal to Franchisee and, if Franchisee is a business entity, Franchisee's Owners, and Franchisor has granted the License in reliance on the business skill, financial capacity and personal character of Franchisee and Owners. Accordingly except as otherwise provided herein, neither Franchisee nor any successor to any part of Franchisee's interest in this Agreement or the License nor any Owner may make any Transfer or permit any Transfer to occur without obtaining Franchisor's prior written consent. Any purported Transfer without the prior written consent of Franchisor shall be null and void and shall constitute a material breach of this Agreement. For purposes of this **Section XIX.B**, "**Transfer**" means any sale, assignment, transfer, conveyance, give away, pledge, mortgage or other encumbrance, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings) of any interest in Franchisee (if Franchisee is a business entity), this Agreement, the License, the Franchise or any other assets relating to Franchisee's operations under this Agreement.
- 2 Franchisor shall not unreasonably withhold its consent to a Transfer. The decision as to whether or not to consent to a proposed Transfer shall be made by Franchisor in its sole discretion and shall include numerous factors deemed relevant by Franchisor. These factors may include, but will not be limited to, the following:
 - a transferee demonstrates to Franchisor's satisfaction that it or its owners meet Franchisor's educational, financial, managerial and business standards, possess a good moral character, business reputation and credit rating, have the aptitude and ability to operate the Franchise, have adequate financial resources and capital to manage the Franchise, and are not engaged in, and have no affiliation with any person engaged in, a Competing Business,
 - b Franchisee agrees to remain liable for all of the obligations to Franchisor in connection with the Franchise arising prior to the effective date of the Transfer, and execute any and all instruments reasonably requested by Franchisor to evidence such liability;
 - c transferee signs the then current form of this Agreement, which form may contain provisions which materially alter the rights or obligations of Franchisee under this Agreement, and
 - d all of Franchisee's accrued monetary obligations to Franchisor are satisfied

Franchisor shall not charge such assignee an Initial Franchise Fee for the Franchise, but will charge a transfer fee equal to (a) thirty percent (30%) of the then-current Initial Franchise Fee charged by Franchisor in its then-current Franchise Agreement plus the amount of any training fees if the transferee is an existing franchisee or controlled by one or more Owners of any existing franchisee or (b) one hundred percent (100%) of the then-current Initial Franchise Fee charged by Franchisor in its then-current Franchise Agreement if the transferee is not an existing franchisee or controlled by one or more Owners of any existing franchisee. Notwithstanding the foregoing, neither Franchisee nor transferee will be required to pay Franchisor a transfer fee in connection with a Transfer of less than 50% of the ownership interests in Franchisee, including, but not limited to, a Transfer subject to **Section XIX.B 3**. If Franchisor determines that training is required, at its own expense assignee will attend training at Franchisor's training center as required under the then current Franchise Agreement. Franchisor shall have the right to require Franchisee (and Owners) to

execute a general release of Franchisor in a form satisfactory to Franchisor's counsel as a condition to its approval of assignment or other transfer of the Franchise

- 3 Notwithstanding the foregoing, if Franchisee is a business entity, Franchisor will consent to the Transfer of 10% or less of the ownership interests in Franchisee, provided that: (a) Franchisee provides Franchisor prior written notice of the proposed Transfer; (b) Franchisee and/or the transferee (as applicable) comply with the requirements of **Section XVIII H**, and (c) after the Transfer, those persons or entities that have an ownership interest in Franchisee as of the Effective Date have at least a 51 % direct equity interest in Franchisee

C Franchisor's Right of First Refusal

If any party holding any interest in Franchisee or in this Agreement receives a bona fide offer (as determined by Franchisor in its reasonable discretion) from a third party or otherwise desires to undertake any Transfer that would require Franchisor's consent, such offer shall be submitted to Franchisor. For a period of thirty (30) days from the date of Franchisor's receipt of such offer, Franchisor shall have the right, exercisable by written notice to Franchisee (or Owners), to purchase the Restaurant or such ownership, for the price and on the same terms and conditions contained in such offer, provided that Franchisor may substitute cash for any other form of payment proposed in such offer. If Franchisor does not exercise its right of first refusal, the bona fide written offer may be accepted by Franchisee (or Owners) but only upon the same terms and conditions proposed to Franchisor, and subject to the prior written approval of Franchisor, as provided in this Agreement.

D Transfer Upon Death or Mental Incapacity

Upon the death or mental incapacity of any person with an interest in the Franchise, the executor, administrator, or personal representative of that person must Transfer his or her interest to a third party approved by Franchisor within three (3) months after death or mental incapacity. These Transfers, including, without limitation, Transfers by devise or inheritance, will be subject to the same restrictions and conditions as any inter vivos Transfer. However, in the case of a Transfer by devise or inheritance, if the heirs or beneficiaries of any deceased person are unable to meet the conditions contained in this Agreement, the personal representative of the deceased Franchisee shall have a reasonable time in the sole discretion of Franchisor, to dispose of the deceased's interest in the Restaurant which disposition will be subject to all the terms and conditions for Transfer contained in this Agreement. If the interest is not disposed of within a reasonable time (as determined by Franchisor in its sole discretion), Franchisor may terminate this Agreement.

XX. ABSENCE, INCAPACITY, OR DEATH, CRISIS SITUATION

A Operation in the Event of Absence, Incapacity or Death

In order to prevent any interruption of the business of the Restaurant which would cause harm to said business and thereby depreciate the value thereof, Franchisee authorizes Franchisor, in the event that Franchisee is absent or incapacitated or dies, and is not, therefore, in the sole judgment of Franchisor, able to operate the Restaurant hereunder, to operate said business for so long as Franchisor deems necessary and practical, and without waiver of any other rights or remedies Franchisor may have under this Agreement. Provided, however, that in the event that Franchisor should commence to operate the Franchise, Franchisor shall not be obligated to so operate the Franchise for a period of more than ninety (90) days. 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 reasonable compensation and expenses for Franchisor's representatives, shall be charged to said account. The indemnification obligations of **Section XVII B** above shall include all losses and expenses incurred by Franchisor in connection with Franchisor temporarily operating the Restaurant pursuant to this Section.

B Crisis Situation

If any employee, guest or customer of the Restaurant has actually or allegedly been harmed by, or may become harmed by, food spoilage or food poisoning from food of the Restaurant, the tampering or sabotage of food of the Restaurant, a serious accident on the Premises, a robbery or shooting on the Premises, a natural disaster (ex. tornado, earthquake or hurricane) affecting the Restaurant, or any other similar type of situation that may attract media attention or damage the Proprietary Marks, the System, the goodwill or the reputation of Franchisor, or the reputation of any franchisee ("**Crisis Situation**"), Franchisee shall immediately (1) contact all appropriate and necessary emergency care providers to assist in curing the harm or injury; and (2) notify Franchisor of the Crisis Situation. Except as may be necessary to protect persons and property from harm, Franchisee shall refrain from making any internal or external announcements regarding the Crisis Situation, including any communication with the news media, unless otherwise directed by Franchisor or public authorities

To the extent Franchisor deems appropriate, in its sole discretion, Franchisor or its designee shall have the right, but not the obligation, to control the manner in which the Crisis Situation is handled, including, without limitation, control over communication with the news media and control over the decision to temporarily close the Restaurant. Franchisee acknowledges that, in handling the Crisis Situation, Franchisor or its designee may engage the services of public relations firms, attorneys, experts, testing laboratories and other third parties as it deems appropriate, and Franchisee must reimburse Franchisor for all such costs. Franchisee and its employees shall cooperate fully with Franchisor or its designee in handling the Crisis Situation and shall comply with any and all Crisis Situation procedures that may be developed by Franchisor in the Manual or otherwise. The indemnification obligations of **Section XVII B** above shall include all losses and expenses incurred by Franchisor in connection with the exercise by Franchisor, or its designee, of the Crisis Situation management rights granted to Franchisor in this Section. At any time during or following a Crisis Situation, and in Franchisor's sole discretion, Franchisor may assign any of its previously assumed management activities to Franchisee

XXI WAIVER

No failure of Franchisor to exercise any power reserved to it by this Agreement or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms herein. Waiver by Franchisor of any particular default or breach by Franchisee shall not affect or impair Franchisor's rights with respect to any subsequent default or breach of the same, similar or different nature, nor shall any delay, forbearance, or omission of Franchisor to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants hereof, affect or impair Franchisor's right to exercise the same, nor shall such constitute a waiver by Franchisor of any succeeding breach by Franchisee of any terms, covenants or conditions of this Agreement. Following a notice of default or termination to Franchisee, the acceptance by Franchisor of any monies from Franchisee which do not fully cure any such monetary fault within the time provided

shall not be deemed a waiver of Franchisor's right to effectuate termination of this Agreement and Franchisee's rights hereunder

XXII ENFORCEMENT

A. Governing Law

This Agreement and any claim or controversy arising out of, or relating to, rights and obligations of the parties under this Agreement and any other claim or controversy between the parties shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to conflicts of laws principles. Nothing in this Section is intended, or shall be deemed, to make any North Carolina law regulating the offer or sale of franchises or the franchise relationship applicable to this Agreement if such law would not otherwise be applicable.

B Forum

The parties agree that, to the extent any disputes cannot be resolved directly between them, Franchisee shall file any suit against Franchisor only in the federal or state court having jurisdiction where Franchisor's principal offices are located at the time suit is filed. Franchisor may file suit in the federal or state court located in the jurisdiction where its principal offices are located at the time suit is filed or in the jurisdiction where Franchisee resides or does business or where the Restaurant is or was located or where the claim arose. Franchisee consents to the personal jurisdiction of those courts over Franchisee and to venue in those courts.

C Limitations

Except for payments owed by one party to the other, and unless prohibited by applicable law, any legal action or proceeding (including the offer and sale of a franchise to Franchisee) brought or instituted with respect to any dispute arising from or related to this Agreement or with respect to any breach of the terms of this Agreement must be brought or instituted within a period of two (2) years after the initial occurrence of any act or omission that is the basis of the legal action or proceeding, whenever discovered.

D Waivers

Franchisee and Franchisor waive, to the fullest extent permitted by law, any right or claim of any punitive or exemplary damages against each other and agree that, in the event of a dispute between them, each shall be limited to the recovery of actual damages sustained by it. **Franchisee and Franchisor waive, to the fullest extent permitted by law, the right to bring, or be a class member in, any class action suits and the right to trial by jury.**

E Attorneys' Fees

If either party brings an action to enforce this Agreement in a judicial proceeding, the party prevailing in that proceeding shall be entitled to reimbursement of costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, the cost of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of, the proceeding. If Franchisor utilizes legal counsel (including in-house counsel employed by Franchisor) in connection with any failure by Franchisee to comply with this Agreement, Franchisee shall reimburse Franchisor for any of the above-listed costs and expenses incurred by Franchisor. In any judicial proceeding, the amount of these costs and expenses will be determined by the court and not by a jury.

F Severability and Substitution of Valid Provisions

All provisions of this Agreement are severable, and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and any partially valid and enforceable provisions shall be enforced to the extent valid and enforceable. If any applicable law or rule requires a greater prior notice of the termination of this Agreement than is required hereunder, or requires the taking of some other action not required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice or other requirements hereof.

G Franchisee May Not Withhold Payments Due Franchisor

Franchisee agrees that he or she will not withhold payments of any Royalty Fees or any other amounts of money owed to Franchisor for any reason on grounds of alleged nonperformance by Franchisor of any obligation hereunder.

H Rights of Parties Are Cumulative

The rights of Franchisor and Franchisee hereunder are cumulative, and the exercise or enforcement by Franchisor or Franchisee of any right or remedy hereunder shall not preclude the exercise or enforcement by Franchisor or Franchisee of any other right or remedy hereunder which Franchisor or Franchisee is entitled by law or equity to enforce. Nothing herein shall preclude Franchisor from seeking consequential damages (including, without limitation, lost profits) in the event that Franchisee terminates this Agreement without complying with **Section XV A.** or Franchisor terminates this Agreement due to Franchisee's breach or default.

I Binding Effect

This Agreement is binding upon the parties hereto and their respective permitted assigns and successors in interest.

J Construction

The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit, or construe the contents of those sections or paragraphs. The term "**Franchisee**" as used herein is applicable to one or more persons or an entity, as the case may be, the singular usage includes the plural, and the masculine and neuter usages include the other and feminine. The language of this Agreement will be construed according to its fair meaning and not strictly against or for any party. If there is an inconsistency between the terms of this Agreement and the Manual, the terms of this Agreement will prevail. Except as

otherwise expressly provided herein, there are no other oral or written agreements, understandings, representations or statements relating to the subject matter of this Agreement, other than our franchise disclosure document, that either party may or does rely on or that will have any force or effect. This Agreement is binding on the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest. Nothing in this Agreement will be deemed to confer any rights or remedies on any person or legal entity not a party hereto, other than successors and assigns of any party to this Agreement whose interests are assigned in accordance with its terms.

The word "including" will be construed to include the words "without limitation." If two or more persons are at any time Franchisee hereunder, whether as partners, joint venturers or otherwise, their obligations and liabilities to us will be joint and several. The parties hereto acknowledge and agree that the franchise relationship contemplated by this Agreement, as well as other similar agreements with other Salsarita's franchisees, confers on Franchisor the discretion to make decisions and to take certain actions and that Franchisor will exercise its business judgment honestly in doing so.

Whenever this Agreement requires the approval or consent of either party, the other party must make written request therefor, and such approval or consent must be obtained in writing. This Agreement may be executed in multiple copies, each of which will be deemed an original. Time is of the essence in this Agreement.

K. Modification

This instrument contains the entire agreement between the parties relating to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless a subsequent modification in writing is signed by the parties hereto. Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim any representations Franchisor made in the Franchise Disclosure Document that Franchisor furnished to Franchisee.

L. Exercise of Rights

Except as otherwise expressly provided herein, the rights of the parties hereto are cumulative and no exercise or enforcement by either party of any right or remedy hereunder will preclude the exercise or enforcement of any other right or remedy which such party is entitled to enforce by law. Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim any representations Franchisor made in the Franchise Disclosure Document that Franchisor furnished to Franchisee.

M. Notices and Payments

All notices, requests and reports permitted or required to be delivered by this Agreement will be deemed delivered: (a) at the time delivered by hand to the recipient party (or to an officer, director, member, manager or partner of the recipient party), (b) on the same day of the transmission by facsimile or other reasonably reliable electronic communication system, (c) one (1) business day after being placed in the hands of a commercial courier service for guaranteed overnight delivery; or (d) five (5) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid. All payments and reports required by this Agreement must be sent to us at the address identified in this Agreement unless and until a different address has been designated by written notice. All payments required by the Agreement will be deemed delivered at the time such payment is actually received by the payee.

XXIII TAXES, PERMITS AND INDEBTEDNESS

A. Franchisee Must Pay Taxes Promptly

Franchisee shall promptly pay when due all taxes levied or assessed, including, without limitation, payroll, unemployment and sales taxes, and shall promptly pay when due all accounts and other indebtedness of any kind incurred by Franchisee in the conduct of the Restaurant's business, including but not limited to amounts due to Franchisee's lessors, vendors and creditors

Franchisee shall pay Franchisor an amount equal to any sales tax, gross receipts tax, excise tax, withholding tax, use tax or similar tax imposed on Franchisor with respect to any payments to Franchisor required under this Agreement, or with respect to Franchisor furnishing products and services (including any Equipment) to Franchisee, unless the tax is credited against income tax otherwise payable by Franchisor

B Franchisee Can Contest Tax Assessments

In the event of any bona fide dispute as to any liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with the proper procedures of the taxing authority or applicable law; however, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar liens, writ or warrant, or attachment by a creditor to occur against the premises of the Restaurant or any improvements thereon.

C Franchisee Must Comply With Laws

Franchisee shall, at Franchisee's expense, comply with all federal, state and local laws, rules, regulations and ordinances and shall timely obtain and shall keep in force as required throughout the term of this Agreement all permits, certificates and licenses necessary for the full and proper conduct of the Restaurant, including, without limitation, any required permits, licenses to do business, fictitious name filings and registrations, sales tax permits, health inspections and fire clearances

D Franchisee Must Notify Franchisor of Lawsuits

Franchisee shall notify Franchisor in writing within five (5) days of notice of the commencement of, or against the threat of, any action, suit, or proceeding by or against Franchisee, and of the issuance of, or against the threat of, any inquiry, subpoena, order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which arises out of, concerns, or may affect the operation or financial condition of Restaurant, including, without limitation, any criminal action or proceedings brought by Franchisee against its employees, customers, or other persons

E Franchisee Authorizes Franchisor to Contact Lessors, Vendors and Creditors

Franchisee hereby authorizes Franchisor to contact Franchisee's lessors, vendors and creditors as Franchisor deems appropriate to address compliance and other issues related to the Restaurant and this Agreement, and Franchisee agrees that such lessors, vendors and creditors are authorized to disclose factual information regarding Franchisee's contracts, debts and other obligations to Franchisor

XXIV AUTHORITY

Franchisee has caused all Owners to read and approve this Agreement, including any restrictions which this Agreement places upon their right to transfer their Equity Securities

XXV AUTHORIZED OFFICERS

Except for those officers specifically named on **Exhibit D** hereto, no other person or entity is authorized to act on behalf of Franchisee with respect to any right or obligation of Franchisee under this Agreement or other similar agreement between Franchisee and Franchisor. Franchisee agrees to update the authorized persons set forth on **Exhibit D** promptly following the cessation of such persons' authorization to act on behalf of Franchisee

XXVI SPECIAL REPRESENTATIONS

Franchisee (and each Owner if Franchisee is a business entity) hereby represents that:

- A. Franchisee has received (1) Franchisor's then current franchise disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising" at least fourteen (14) days prior to execution as required by such Trade Regulation Rule and (ii) a fully completed copy of this Agreement at least seven (7) days prior to execution as required by such Trade Regulation Rule
- B. Neither Franchisee, nor any Owner, nor any of their respective affiliates is identified, either by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the US Treasury Department's Office of Foreign Assets Control (texts currently available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) Further, Franchisee represents and warrants that neither it nor any Owner of their respective affiliates referred to above has violated, and Franchisee agrees not to violate and to cause each of them to refrain from violating, any law prohibiting corrupt business practices, money laundering or the aid or support of entities or individuals who conspire to commit acts of terror against any entity, individual or government, including acts prohibited by the US Patriot Act (text currently available at <http://www.gpo.gov/fdsys/pkg/PLAW-107publ56/pdf/PLAW-107publ56.pdf>), US Executive Order 13224 (text currently available at <http://www.state.gov/yct/rls/other/des/122570.htm>), or any similar law. The foregoing constitute continuing representations and warranties, and Franchisee shall immediately notify Franchisor in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading
- C. Franchisee has conducted an independent investigation of Franchisor's business and System and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Franchisee as an independent business person. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business contemplated by this Agreement.
- D. Franchisee has received, read, and understood this Agreement, including all Attachments hereto, and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of his/her own choosing about the potential benefits and risks of entering into this Agreement.

- E Prior to the date of this Agreement, no other Agreement was entered into, no promises were made by Franchisor, that Franchisee has relied upon no representations other than those set forth in this Agreement and Franchisor's franchise disclosure document, and that no funds were offered to or accepted by Franchisor prior to execution of this Agreement and only in accordance with this Agreement.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the Effective Date

FRANCHISOR.

SALSARITA'S FRANCHISING, LLC

By _____
Print Name _____
Title _____

FRANCHISEE,

If an individual

Print Name _____

If a corporation.

[INSERT NAME OF CORPORATION ABOVE]

By _____
Print Name _____
Title _____

[Signatures Continued on Following Page]

[Signatures Continued from Preceding Page]

If a partnership

[INSERT NAME OF PARTNERSHIP ABOVE]

By _____
Print Name _____
Title General Partner

If a limited liability company

[INSERT NAME OF COMPANY ABOVE]

By _____
Print Name _____
Title _____

•

Payment and Performance Guarantee

In order to induce **SALSARITA'S FRANCHISING, LLC** ("**Franchisor**") to enter into a certain Franchise Agreement (the "**Franchise Agreement**") by and between Franchisor and the Franchisee named in the Franchise Agreement to which this Payment and Performance Guarantee (the "**Guarantee**") is attached, the undersigned (collectively referred to as the "**Guarantors**" and individually referred to as a "**Guarantor**") hereby covenant and agree as follows

1 **Guarantee of Payment and Performance** The Guarantors jointly, severally and unconditionally guarantee to Franchisor and its affiliates the payment and performance when due, whether by acceleration or otherwise, of all obligations, indebtedness and liabilities of Franchisee to Franchisor, direct or indirect, absolute or contingent, of every kind and nature, whether now existing or incurred from time to time hereafter, whether incurred pursuant to the Franchise Agreement or otherwise, together with any extension, renewal or modification thereof in whole or in part (the "**Guaranteed Liabilities**"), and agree that if any of the Guaranteed Liabilities is not so paid or performed by Franchisee when due, the Guarantors will immediately do so. The Guarantors further agree to pay all expenses (including reasonable attorneys' fees) paid or incurred in endeavoring to enforce this Guarantee or the payment of any Guaranteed Liabilities.

2 **Waivers by Guarantors** The Guarantors waive presentment, demand, notice of dishonor, protest and all other notices whatsoever, including without limitation notices of acceptance hereof, of the existence or creation of any Guaranteed Liabilities, of the amounts and terms thereof, of all defaults, disputes or controversies between Franchisor and Franchisee and of the settlement, compromise or adjustment thereof. This Guarantee is primary and not secondary, and shall be enforceable without Franchisor having to proceed first against Franchisee or against any or all of the Guarantors or against any other security for the Guaranteed Liabilities. This Guarantee shall be effective regardless of the insolvency of Franchisee by operation of law, any reorganization, merger or consolidation of Franchisee, or any change in the ownership of Franchisee.

3 **Term, No Waiver** This Guarantee shall be irrevocable, absolute and unconditional and shall remain in full force and effect as to each of the Guarantors until such time as all Guaranteed Liabilities of Franchisee to Franchisor and its affiliates have been paid and satisfied in full. No delay or failure on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy shall preclude other further exercise of such right or any other right or remedy.

4 **Other Covenants** Each of the Guarantors agrees to comply with the provisions of **Sections XI, XII, XVII B, XVIII and XIX** of the Franchise Agreement as though he or she were the "Franchisee" named therein and agrees that he or she shall take any and all actions as may be necessary or appropriate to cause Franchisee to comply with the Franchise Agreement and shall not take any action that would cause Franchisee to be in breach of the Franchise Agreement.

5 **Enforcement** **Section XXII** of the Franchise Agreement is incorporated herein by reference and shall be applicable to any all disputes between Franchisor and any of the Guarantors, as though Guarantor were the "Franchisee" referred to therein. This consent, being coupled with an interest, shall survive the death, dissolution or any other incapacity of each of the Guarantors.

6 **Miscellaneous** This Agreement shall be binding upon the Guarantors and their respective heirs, executors, successors and assigns, and shall inure to the benefit of Franchisor and its successors and assigns.

IN WITNESS WHEREOF, the undersigned Guarantors have caused this Guarantee to be duly executed as of the day and year first above written.

Print Name

Print Name

Print Name

Print Name

**EXHIBIT A
TO FRANCHISE AGREEMENT**

General Information

Effective Date _____

Franchisor's Principal Business Address

Salsarita's Franchising, LLC
4601 Charlotte Park Drive, Suite 250
Charlotte, North Carolina 28217
Facsimile No _____
Attention _____

Franchisee's Name _____

Initial Franchise Fee _____

Owners

Name	Percentage Ownership Interest

Operating Principal _____

Franchisee's State of Organization (if applicable) _____

Advertising Obligation. Franchisee's Advertising Obligation shall be allocated as set forth below, unless and until modified by Franchisor

- A. Creative Fund _____% of Net Revenues
- B. Regional Co-op _____% of Net Revenues
- C. National Ad Fund _____% of Net Revenues
- D. Local Store Marketing Fund _____% of Net Revenues

TOTAL ADVERTISING OBLIGATION _____% of Net Revenues

Address and facsimile number of Franchisee

Address and facsimile number of Guarantor(s)

Protected Territory _____

Accepted and agreed as of _____, 20__

Franchisee _____ (initial)

Franchisor _____ (initial)

Designated Location. _____

Franchisor and Franchisee agree that the Designated Location was inserted as of _____, 20__

**EXHIBIT B
TO FRANCHISE AGREEMENT**

The Proprietary Marks

Registration Number	Description of Mark	Principal/ Supplemental Register	Registration Date
3,009,919	Salsanta's Fresh Cantina	Principal	November 1, 2005
2,466,514	Salsanta's (typed)	Principal	July 3, 2001
2,472,250	Salsanta's (stylized)	Principal	July 24, 2001
4,146,380	Salsanta's (and Design)	Principal	May 22, 2012
4,146,373	Salsanta's Fresh Cantina (and Design)	Principal	May 22, 2012

**EXHIBIT C
TO FRANCHISE AGREEMENT**

Restrictive Covenant Territory

**EXHIBIT D
TO FRANCHISE AGREEMENT**

Certificate of Authorized Officers

The undersigned officer or officers, all duly appointed, qualified and acting officers of Franchisee, hereby do certify to Franchisor that the persons named below are (1) the duly appointed or elected officers in the offices of Franchisee set forth opposite their respective names and (2) are authorized to act on behalf of Franchisee with respect to any right or obligation of Franchisee under this Franchise Agreement, Area Development Agreement, Area Representative Agreement or other similar agreement between Franchisee and Franchisor

<u>Name</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Please attach additional signature sheets if more space is required)

I, the undersigned, agree to update this Certificate if any information contained herein is no longer accurate

Date _____

Print Name _____
Title _____

Print Name _____
Title _____

30381639v3

EXHIBIT E

STATE-SPECIFIC AMENDMENTS TO FRANCHISE AGREEMENT

**HAWAII AMENDMENT
TO FRANCHISE AGREEMENT**

The Salsanta's Franchising, LLC Franchise Agreement between _____ ("Franchisee" or "You") and Salsanta's Franchising, LLC ("Franchisor") dated _____ (the 'Agreement') shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment")

HAWAII LAW MODIFICATIONS

1 The State Securities Commissioner of Hawaii requires that certain provisions contained in franchise documents be amended to be consistent with Hawaii law, specifically the Hawaii Franchise Investment Law (Hawaii Rev Stat §§ 482E-, et seq) (the "Act") To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended.

- a Section II B 6 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following Section II.B 6

"Franchisee has executed a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its subsidiaries and affiliates, if any and their respective officers, directors, agents and employees, excluding only such claims arising under the Hawaii Franchise Investment Law (Hawaii Rev Stat §§ 482E-, et seq) "

- b The last sentence of Section XIX.B 2 of the Franchise Agreement, beginning with 'Franchisor shall have the right. ' and ending with ' other transfer of the Franchise ' is hereby deleted in its entirety and replaced with the following sentence

' Franchisor shall have the right to require Franchisee (and Owners) to execute a general release of Franchisor in a form satisfactory to Franchisor's counsel as a condition to its approval of assignment or other transfer of the Franchise, excluding only such claims arising under the Hawaii Franchise Investment Law (Hawaii Rev Stat §§ 482E-, et seq) "

2 Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Amendment to the Franchise Agreement on the day and year first above written.

FRANCHISOR

SALSARITA'S FRANCHISING, LLC

By _____

Print Name _____

Title _____
(SEAL)

FRANCHISEE

(Name of Franchisee)

By _____

Print Name _____

Title _____
(SEAL)

**ILLINOIS AMENDMENT
TO FRANCHISE AGREEMENT**

The Salsanta's Franchising, LLC Franchise Agreement between _____ ("Franchisee" or "You") and Salsanta's Franchising, LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment")

ILLINOIS LAW MODIFICATIONS

1 The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, Ill Rev Stat. Ch. 815 para. 705/1 - 705/44 (1994) (the "Act") To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended

- a. Paragraphs 705/19 and 705/20 of the Act provide rights to Franchisee concerning nonrenewal and termination of the Franchise Agreement. If the Franchise Agreement contains a provision that is inconsistent with the Act, the Act will control
- b. Any release of claims or acknowledgements of fact contained in the Agreement shall specifically exclude any release of claims or acknowledgements of fact that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act. Such exclusion shall only apply to claims brought under the Act.
- c. The Agreement requires litigation to be conducted in a forum other than the State of Illinois. This requirement is void with respect to claims under the Act.
- d. The Agreement requires that it be governed by a state's law, other than the State of Illinois. To the extent that such law conflicts with Illinois law, Illinois law will control.
- e. Paragraph 705/41 of the Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void." To the extent that any condition, stipulation, or provision in the Agreement is inconsistent with Illinois law, Illinois law will control.

2 Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Amendment to the Franchise Agreement on the day and year first above written.

FRANCHISOR

SALSARITA'S FRANCHISING, LLC

By _____

Print Name _____

Title _____
(SEAL)

FRANCHISEE

(Name of Franchisee)

By _____

Print Name _____

Title _____
(SEAL)

**MARYLAND AMENDMENT
TO FRANCHISE AGREEMENT**

The Salsarita's Franchising, LLC Franchise Agreement between _____ ("Franchisee" or "You") and Salsarita's Franchising, LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language which shall be considered an integral part of the Agreement (the "Amendment")

MARYLAND LAW MODIFICATIONS

1 The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Md. Code Ann., Bus. Reg. §§ 14-201 - 14-233 (1998 Repl. Vol. & Supp. 2002) and Md. Regs. Code tit. 02, § 02 02 08 00 – 02 02 08 18 (collectively, the "Codes"). To the extent that the Agreement contains provisions that are inconsistent with the Codes, such provisions are hereby amended.

- a To the extent that the Agreement requires you to assent to a general release of claims, estoppel or waiver of liability, or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Codes or a rule or order under the Codes, such instrument shall exclude claims arising under the Codes, and such release shall be void with respect to claims under the Codes. Further, all representations requiring you 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 liability incurred under the Codes.
- b The Agreement requires you to bring any claim you have before the expiration of the earlier of (i) 1 year after the date of discovery of the facts resulting in such liability or obligation, or (ii) 2 years after the date of the first act or omission giving rise to the alleged liability or obligation, except that where state or federal law mandate or make possible by notice or otherwise a shorter period, such shorter period shall apply. The Codes provide that Franchisee must bring any claims under the Codes within 3 years from the grant of the franchise, which period shall apply for claims under such Codes.
- c If the Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement shall not be interpreted to limit any rights you may have under the Codes to bring suit in the state of Maryland.
- d This Agreement is amended to reflect that any claims arising under the Codes must be brought within 3 years after grant of a Franchised Business.

2 Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Amendment to the Franchise Agreement on the day and year first above written.

FRANCHISOR

SALSARITA'S FRANCHISING, LLC

By _____

Print Name _____

Title _____
(SEAL)

FRANCHISEE

(Name of Franchisee)

By _____

Print Name _____

Title _____
(SEAL)

**MINNESOTA AMENDMENT
TO FRANCHISE AGREEMENT**

The Salsarita's Franchising LLC Franchise Agreement between _____ ("Franchisee" or "You") and Salsarita's Franchising, LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment")

MINNESOTA LAW MODIFICATIONS

I The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80C14 *et seq.*, and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement and Disclosure Document contain provisions that are inconsistent with the following, such provisions are hereby amended.

- a. The Minnesota Department of Commerce requires that Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims that the Franchisees' use of the Proprietary Marks infringes trademark rights of the third party. If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be enforceable only to the extent that such provisions do not conflict with the Franchise Act's requirements.
- b. Franchise Act, Sec. 80C14, Subd. 4, requires, except in certain specified cases, that a franchisee be given written notice of a franchisor's intention not to renew 180 days prior to expiration of the franchise and that the franchisee be given sufficient opportunity to operate the franchise in order to enable the franchisee the opportunity to recover the fair market value of the franchise as a going concern. If the Agreement contains a provision that is inconsistent with such requirement of the Franchise Act, the provisions of the Agreement shall be enforceable only to the extent that such provisions do not conflict with the Franchise Act's requirements.
- c. Franchise Act, Sec. 80C14, Subd. 3, requires, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure). If the Agreement contains a provision that is inconsistent with such requirement of the Franchise Act, the provisions of the Agreement shall be enforceable only to the extent that such provisions do not conflict with the Franchise Act's requirements.
- d. If the Agreement requires Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Franchise Act.
- e. If the Agreement requires that it be governed by a state's law, other than the State of Minnesota or arbitration or mediation, those provisions shall not in any way abrogate or reduce any rights of Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

- f To the extent Minnesota Rule 2860 4400J prohibits a franchisor from requiring You to consent to Franchisor obtaining injunctive relief, the Agreement is hereby revised to reflect that Franchisor may seek injunctive relief and that whether any bond be necessary be determined by the court.
- g Section 80C 17 of the Franchise Act provides that no action may be commenced pursuant to that section more than 3 years after the cause of action accrues. No provision in the Agreement shall be construed to limit the time period for You to bring a claim under the Franchise Act.
- h Minn. Stat. Section 80C 21 and Minn. Rule 2860 4400J prohibit Franchisor from requiring litigation to be conducted outside of Minnesota. Nothing in the Agreement can abrogate or reduce any rights as provided for in Minnesota Statutes, Chapter 80C or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. In addition, in accordance with Minn. Rule 2860J, notwithstanding anything in the Agreement to the contrary, Franchisee is not required to waive its rights to a jury trial or waive rights to any procedure, forum or remedies provided for by the laws of Minnesota, or to consent to liquidated damages, termination penalties or judgment notes, with the exception of consent to exclusive arbitration (if the Agreement so provides)

2 Each provision of this Agreement shall be effective only to the extent that the jurisdictional requirements of the Minnesota law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3 As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, the Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Amendment to the Franchise Agreement on the day and year first above written.

FRANCHISOR

FRANCHISEE

SALSARITA'S FRANCHISING, LLC

(Name of Franchisee)

By _____

By _____

Print Name _____

Print Name _____

Title _____
(SEAL)

Title _____
(SEAL)

**NEW YORK AMENDMENT
TO FRANCHISE AGREEMENT**

The Salsarita's Franchising, LLC Franchise Agreement between _____ ("Franchisee" or "You") and Salsarita's Franchising, LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment")

NEW YORK LAW MODIFICATIONS

1 The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 (1989). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended.

- a. If Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the General Business Law, regulation, rule or order under the Law, such release shall exclude claims arising under the New York General Business Law, Article 33, Section 680 through 695 and the regulations promulgated thereunder, and such acknowledgments shall be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.
- b. If the Agreement requires that it be governed by a state's law, other than the State of New York, the choice of law provision shall not be considered to waive any rights conferred upon Franchisee under the New York General Business Law, Article 33, Sections 680 through 695.

2 Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the New York General Business Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3 As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Amendment to the Franchise Agreement on the day and year first above written.

FRANCHISOR

FRANCHISEE

SALSARITA'S FRANCHISING, LLC

(Name of Franchisee)

By _____

By _____

Print Name _____

Print Name _____

Title _____
(SEAL)

Title _____
(SEAL)

**NORTH DAKOTA AMENDMENT
TO FRANCHISE AGREEMENT**

The Salsarita's Franchising, LLC Franchise Agreement between _____ ('Franchisee' or "You") and Salsarita's Franchising, LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment")

NORTH DAKOTA LAW MODIFICATIONS

1 The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including Section 51-19-09 of the North Dakota Franchise Investment Law (the 'Law') To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended.

- a Section XVIII of the Agreement is subject North Dakota statute NDCC Section 9-08-06
- b Notwithstanding anything in the Agreement to the contrary, nothing in the Agreement shall require Franchisee to consent to the jurisdiction of court outside of North Dakota.
- c The Franchise Agreement is amended to state that the liquidated damages provision of Section XVI A.1 is unenforceable
- d Notwithstanding anything in the Agreement to the contrary, in the event of a conflict of law, North Dakota law will control
- e Section XXII D of the Agreement is deleted in its entirety and replaced with the following Section XXII D **"Franchisee and Franchisor waive, to the fullest extent permitted by law, the right to bring, or be a class member in, any class action suits"**
- f Any general release that Franchisee is required to sign upon renewal of the Agreement shall exclude the release of claims under the Law
- g The Agreement is amended to state that the statute of limitations under North Dakota law will apply
- h Notwithstanding anything in the Agreement to the contrary, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees

2 Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met

3 As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Amendment to the Franchise Agreement on the day and year first above written.

FRANCHISOR

FRANCHISEE

SALSARITA'S FRANCHISING, LLC

(Name of Franchisee)

By _____

By _____

Print Name _____

Print Name _____

Title _____
(SEAL)

Title _____
(SEAL)

**RHODE ISLAND AMENDMENT
TO FRANCHISE AGREEMENT**

The Salsarita's Franchising, LLC Franchise Agreement between _____ ("Franchisee" or "You") and Salsarita's Franchising, LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment")

RHODE ISLAND LAW MODIFICATIONS

1 The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act, R.I. Gen. Law ch. 395 Sec 19-28 1-1 -19-28 1-34 (the "Act") To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended

- a. If this Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, such requirements are void with respect to any claims brought under Rhode Island Franchise Investment Act Sec 19-28 1-14
- b. If the Agreement requires that it be governed by a state's law other than the State of Rhode Island, such requirements are void to the extent that such law conflicts with Rhode Island Franchise Investment Act Sec 19-28 1-14
- c. If Franchisee is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgments shall be void with respect to claims under the Act pursuant to Sec 19-28 1-15

2 Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3 As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Amendment to the Franchise Agreement on the day and year first above written.

FRANCHISOR

FRANCHISEE

SALSARITA'S FRANCHISING, LLC

(Name of Franchisee)

By _____

By _____

Print Name _____

Print Name _____

Title _____
(SEAL)

Title _____
(SEAL)

**WASHINGTON AMENDMENT
TO FRANCHISE AGREEMENT**

The Salsarita's Franchising LLC Franchise Agreement between _____ ("Franchisee" or "You") and Salsarita's Franchising, LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment")

WASHINGTON LAW MODIFICATIONS

1 The Washington Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Washington law, including the Washington Franchise Investment Protection Act, Wash. Rev Code §§ 19 100 010 through 19 100 940 (the "Act") To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended

- a. In the event of a conflict of laws, the provisions of the Act shall prevail
- b. If Franchisee is required to sign a general release under the Agreement, such release or waiver of rights signed by Franchisee shall not include rights under the Washington Franchise Investment Protection Act except when signed under a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel
- c. The sentence in Section XIX.B 2 of the Agreement beginning with "Franchisor shall not charge " and ending with " of any existing franchisee " shall be deleted in its entirety and replaced with the following sentence "Franchisor shall not charge such assignee an Initial Franchise Fee for the Franchise, but will charge a transfer fee equal to thirty percent (30%) of the then-current Initial Franchise Fee charged by Franchisor in its then-current Franchise Agreement plus the amount of any training fees, which represents a reasonable estimated cost in effecting the transfer
- d. To the extent that any provision of the Agreement conflicts with Section 19 100 180 of the Act, Section 19 100 180 will control
- e. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator

2 Each provision of this Washington amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev Code §§ 19 100 010 through 19 100 940, are met independently without reference to this Amendment.

3 As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Amendment to the Franchise Agreement on the day and year first above written.

FRANCHISOR

FRANCHISEE

SALSARITA'S FRANCHISING, LLC

(Name of Franchisee)

By _____

By _____

Print Name _____

Print Name _____

Title _____
(SEAL)

Title _____
(SEAL)

30935983v2

EXHIBIT F

AREA DEVELOPMENT AGREEMENT



AREA DEVELOPMENT AGREEMENT

- between -

Salsarita's Franchising, LLC

- and -

TABLE OF CONTENTS

	<u>Page</u>
I EXCLUSIVE DEVELOPMENT AREA, DEVELOPMENT SCHEDULE	1
II TERM	2
III AREA DEVELOPMENT FEE, INITIAL FRANCHISE FEES	2
IV RESTAURANT CLOSINGS	3
V CONFIDENTIALITY OF PROPRIETARY INFORMATION	3
VI TERMINATION	4
VII COVENANTS	6
VIII ASSIGNMENT	7
IX ENFORCEMENT	9
X INDEPENDENT CONTRACTOR AND INDEMNIFICATION	11
XI NOTICES	12
XII BUSINESS ENTITY DEVELOPER	12
XIII AUTHORIZED OFFICERS	12
XIV SPECIAL REPRESENTATIONS	12
EXHIBIT A – PROPRIETARY MARKS	
EXHIBIT B – MISCELLANEOUS	
EXHIBIT C – CERTIFICATE OF AUTHORIZED OFFICERS	
PAYMENT AND PERFORMANCE GUARANTEE	

SALSARITA'S FRANCHISING, LLC

AREA DEVELOPMENT AGREEMENT

Developer's Name _____
Street _____
City _____ State _____ Zip Code _____
Effective Date of Agreement: _____

THIS AGREEMENT is made by and between **SALSARITA'S FRANCHISING, LLC**, a Mississippi limited liability company authorized to transact business in North Carolina (the "**Franchisor**"), and the person(s) listed above ("**Developer**") as of the Effective Date to evidence the agreement and understandings between the parties as follows

WHEREAS, Franchisor desires to grant to Developer the exclusive right to open and operate a specified number of **SALSARITA'S®** franchises ("**Restaurants**" or "**Franchises**") within an exclusive development area that operate under the **SALSARITA'S®** mark and other service marks, trademarks, associated designs, artwork and logos as set forth on **Exhibit A** attached hereto (all such marks, and all other marks, trade names, logos, art work and designs, whether now existing or hereafter incorporated into Salsarita's system, shall be collectively referred to herein as the "**Proprietary Marks**"), and

WHEREAS, Developer desires to establish and operate Franchises upon the terms and conditions contained in this Agreement and Franchisor's standard franchise agreements (any franchise agreements entered into between Developer (including any affiliate of Developer) and Franchisor shall be referred to herein as "**Franchise Agreements**")

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, subject to the terms and conditions hereof, it is mutually agreed between the parties as follows

I EXCLUSIVE DEVELOPMENT AREA, DEVELOPMENT SCHEDULE

- A. Subject to the terms and conditions herein contained, Franchisor hereby grants to Developer the exclusive right (the "**License**") to open and operate a specified number of Restaurants in the area specified on **Exhibit B** attached hereto (the "**Development Area**") Developer hereby accepts the License and agrees to open and operate Franchises in accordance with the development schedule set forth on **Exhibit B** (the "**Development Schedule**") during the Term (as defined in **Section II**) The fees payable under each Franchise Agreement shall be paid in accordance with the terms of such Franchise Agreement, subject to the provisions of **Section III**
- B. "**Open**" as used herein shall consist of (i) the execution by Developer and Franchisor of the then current Franchise Agreement and payment of all fees owed thereunder; (ii) Developer has entered into a lease, sublease or purchase agreement for the Restaurant location, (iii) Developer has obtained all required licensing by state or local authorities, and (iv) the Restaurant is in fact open for business to the general public
- C. Except as provided in this **Section I(C)**, prior to the expiration or any earlier termination of this Agreement, so long as Developer shall open and operate Franchises in accordance with the Development Schedule and provided that the number of Franchises open and operating within the Development Area is not less than the minimum number to be developed within the Development Area at any applicable time, then Franchisor shall not, nor shall Franchisor permit any of its affiliates to, nor shall Franchisor license any person

other than Developer to, operate a Restaurant within the Development Area using the Proprietary Marks. Except as provided in the preceding sentence, Developer has no exclusive territorial rights, development area or other right to exclude, control or impose conditions on the location or development of other or future Franchisor and affiliate-owned businesses and franchises under the Proprietary Marks or on Franchisor's business activities. Franchisor and its affiliates may establish Restaurants and grant licenses to third parties for Restaurants outside of the Development Area, and Developer has no right to restrict or control the development of such Restaurants. Franchisor may offer and sell franchises and establish Franchisor and affiliate-owned units that sell similar products or may allow others to sell similar products under marks other than the Proprietary Marks at any location. In addition, Franchisor reserves the right, on its own or through an affiliate, or through its franchisees, to develop non-traditional locations under the Proprietary Marks in airports, stadiums, educational institutions (including colleges & universities), bus stations, factories, federal, state or local government facility (including military bases), hospitals and other health-care facilities, recreations facilities, schools, warehouse clubs, seasonal facilities, casinos, theaters, museums, theme parks, train stations, enclosed regional shopping malls, lifestyle centers and workplace cafeterias both inside and outside of the Development Area. Franchisor and its affiliates may also sell various menu items and products identified by the Proprietary Marks within the Development Area through supermarkets, by mail, the Internet or other similar means of distribution merchandise and to distribute products identified by the Proprietary Marks in the Development Area through any method or channel of distribution.

- D So long as Developer is in full compliance with this Agreement and all other agreements with Franchisor, Franchisor shall invite Developer to attend (at Developer's expense) all conventions, seminars and franchisee-oriented functions, if any, which Franchisor from time to time plan and sponsor and which are applicable to Developer. Attendance at such conventions, seminars and other franchisee-oriented functions shall be mandatory; provided that Franchisor shall not require Developer to travel to attend more than four such conventions, seminars and other franchisee-oriented functions in any calendar year.
- E Developer shall, upon Franchisor's request, submit to Franchisor, prior to each October 15th after Developer commences its development activities, a business plan for the ongoing financing and pursuit of its development activities, in a form satisfactory to Franchisor.

II TERM

Unless earlier terminated as hereinafter provided, this Agreement shall commence on the Effective Date and expire at midnight on the date set forth in Exhibit B as the date by which the final Restaurant on the Development Schedule must be opened (the "Term").

III AREA DEVELOPMENT FEE, INITIAL FRANCHISE FEES

- A Upon execution of this Agreement, Developer shall pay to Franchisor the development fee specified in **Exhibit B** attached hereto (the "Development Fee"). Notwithstanding anything to the contrary contained in any Franchise Agreement, the Development Fee shall be deemed non-refundable and shall be fully earned by Franchisor upon execution of this Agreement in consideration of administrative and other expenses incurred by Franchisor and for development opportunities that have been lost or deferred as a result of the rights granted to Developer herein.
- B Notwithstanding anything contained in any Franchise Agreement to the contrary, the Initial Franchise Fee (as defined in each Franchise Agreement) for Franchises to be

opened in the Development Area during the Term of this Agreement is specified on **Exhibit B** (the “**Initial Franchise Fees**”) A portion of the Development Fee may be applied against the Initial Franchise Fees as indicated on **Exhibit B**

- C For avoidance of doubt, nothing in this **Section III** shall affect any Initial Franchise Fee owed to Franchisor by Developer in connection with any Franchise that shall not be located within the Development Area.
- D Concurrent with the execution of this Area Development Agreement, Developer shall execute the first of the Franchise Agreements contemplated herein. The Initial Franchise Fee, as defined in the Franchise Agreement is due upon execution and may have a portion of the Area Development fee applied against it as indicated in Exhibit B

IV RESTAURANT CLOSINGS

If a Restaurant is destroyed or damaged by any cause beyond the control of Developer such that it may no longer continue to be open for the operation of business, Developer shall immediately give notice of such destruction or damage to Franchisor. Developer shall diligently work to repair and restore the same to the then approved plans and specifications of Franchisor as soon as possible at the same location, or at a substitute site approved by Franchisor within the Development Area, but not later than one hundred and eighty (180) days after said occurrence. Under the above circumstances, such closed premises shall continue to be deemed a “Restaurant in operation” for the purpose of this Agreement. If a Restaurant is closed in a manner other than those described in this **Section IV** or as otherwise agreed in writing by Franchisor, then Franchisor may exercise its termination rights as set forth in **Section VI** hereof

V CONFIDENTIALITY OF PROPRIETARY INFORMATION

A. Developer Shall Learn Proprietary Matters

Developer acknowledges that he or she shall obtain knowledge of proprietary matters, techniques and business procedures of Franchisor that are necessary and essential to the operation of Salsarita's Restaurants, without which information Developer could not effectively and efficiently operate such businesses, including, without limitation, knowledge regarding the Salsarita's system, marketing techniques, financial controls, training and usage of the Confidential Operations Manual (the “**Manual**”) Developer further acknowledges that such proprietary information was not known to Developer prior to execution of this Agreement and that the methods of Franchisor are unique and novel to the Salsarita's system. As used herein, “**Proprietary Information**” shall mean confidential information concerning:

- 1 Persons or other entities which are, have been or become Salsarita's franchisees and any investors therein,
- 2 Persons or other entities which are, have been or become customers of Restaurants,
- 3 The terms of and negotiations relating to past or current Franchise Agreements or Area Development Agreements with respect to the Salsarita's system,
- 4 The operating procedures of the Salsarita's system, including, without limitation, distinctive management, bookkeeping and accounting systems and procedures, advertising, promotional and marketing methods, personnel hiring and training procedures, the manufacturers, suppliers and uses of equipment; and lists of vendors and suppliers,

- 5 The economic and financial characteristics of the Salsarita's system and its franchisees, including, without limitation, pricing policies and schedules, profitability, earnings and losses, and capital and debt structures,
- 6 The services and products offered to customers of the Restaurant(s) including, without limitation, the scope of such products and services, and
- 7 All documentation of the information listed in **Sections V(A)(1) through V(A)(7)** hereof, including, without limitation, the Manual

During the term of this Agreement and for a period of five (5) years following the expiration or termination of this Agreement, Developer agrees not to divulge, directly or indirectly, any Proprietary Information, without the prior written consent of Franchisor. Notwithstanding anything herein to the contrary, Developer agrees not to divulge, directly or indirectly, any Proprietary Information to the extent that, and for so long as, such Proprietary Information constitutes a trade secret of Franchisor under applicable law.

B Injunctive Relief Available to Franchisor

Developer acknowledges that any failure to comply with the requirements of this **Section V** shall cause Franchisor irreparable injury, and Franchisor shall be entitled to obtain specific performance of, or an injunction against any violation of, such requirements. Developer agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against violations of, requirements of this **Section V**. The foregoing remedies shall be in addition to any other legal or equitable remedies which Franchisor may possess.

VI TERMINATION

A. Any one or more of the following constitutes an event of default hereunder (an "Event of Default")

- 1 Developer fails to open and operate Franchises in accordance with this Agreement including, without limitation, the failure to timely execute a Franchise Agreement and pay any fee owed thereunder;
- 2 Developer fails to pay the Development Fee by the applicable due date;
- 3 An event of default occurs under the terms and conditions of any other agreement between Franchisor (or any of its affiliates) and Developer (or any of its affiliates), including, but not limited to, any other Area Development Agreement or any Franchise Agreement or Area Representative Agreement, and such event of default provides Franchisor with the right to terminate such agreement;
- 4 Developer has made a material misrepresentation on its application to enter into this Agreement;
- 5 Developer discloses or divulges the contents of the Manual or any other Proprietary Information to any third party;
- 6 Developer engages in any activity that has a materially adverse effect on Franchisor and/or the Proprietary Marks;

- 7 Developer engages in any Transfer that requires Franchisor's prior written approval without Developer having obtained such prior written approval,
- 8 Developer commits three or more breaches of this Agreement within any twelve (12)-month period, whether or not Developer cures any or all of such breaches, such breaches need not be of the same provision of this Agreement, or
- 9 Developer admits its inability to pay its obligations as they become due or files a voluntary petition in bankruptcy or any pleading seeking any reorganization, arrangement, composition, adjustment, liquidation, dissolution or similar release under any law, or admitting or failing to contest the material allegations of any such pleading filed against it, or is adjudicated bankrupt or insolvent, or a receiver is appointed for a substantial part of the assets of the Developer or any Restaurant, or the claims of creditors of Developer or the Restaurant are abated or subject to moratorium under any laws

B Franchisor's Remedies If any Event of Default occurs under **Section VI(A)**, Franchisor may declare this Agreement and any and all other rights granted to Developer hereunder to be immediately terminated and of no further force or effect as follows

- 1 Upon termination due solely to Developer's failure to open and operate Franchises in accordance with the Development Schedule, Franchisor's sole remedy hereunder resulting from such failure shall be the termination of this Agreement and the receipt of the full amount of the Development Fee due hereunder by Developer to Franchisor upon execution of this Agreement, including any installment payment outstanding at the time of termination (if applicable), subject to **Section VI(C)** below. Failure of Developer to open and thereafter operate Franchises as required under this Agreement shall not, in itself, constitute cause for Franchisor to terminate any previously executed Franchise Agreement.
- 2 Upon termination of this Agreement for any other reason whatsoever, Developer shall not be relieved of any of its obligations, debts or liabilities hereunder, including without limitation any debts, obligations or liabilities which have accrued prior to such termination. The right of termination granted by this **Section VI(B)** is in addition to, and not in lieu of, any and all other rights and remedies available to Franchisor at law, in equity or otherwise

C Rights and Obligations of Developer Upon Termination or Expiration Upon termination or expiration of this Agreement for any reason, Developer shall be required.

- 1 To pay Franchisor within fifteen (15) days after the effective date of termination of this Agreement, or such later date that the amounts due to Franchisor are determined, such fees, amounts owed for purchases by Developer from Franchisor or its affiliates, interest due on any of the foregoing, and all other amounts owed to Franchisor or its affiliates which are then unpaid,
- 2 To immediately return all Proprietary Information (including all copies of the Manual) and cease using any advertising, products, procedures and techniques associated with Franchisor and the Proprietary Marks, unless Developer has the right to continue using such Proprietary Information, advertising, products, procedures and techniques pursuant to a valid Franchise Agreement with Franchisor

- 3 To furnish Franchisor, within thirty (30) days after the effective date of termination or expiration, as applicable, with evidence satisfactory to Franchisor, of Developer's compliance with the foregoing obligations

D **Continuing Obligations** All obligations of Franchisor and Developer under this Agreement which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement and until they are satisfied in full or by their nature expire

VII **COVENANTS**

A. **Competitive Business** The term "Competitive Business" means any business that operates a restaurant specializing in quick serve or fast casual Mexican food, or any other business that is the same as, or similar to, a Salsarita's Restaurant.

B **Covenant Not to Compete**

- 1 Developer covenants that, except as otherwise approved in writing by Franchisor, Developer shall not, during the term of this Agreement, either directly or indirectly including but not limited to through any member of his, her or their immediate families (whether natural or adopted), for himself, or on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, advise, consult with, invest in, be employed by, franchise, license, or otherwise engage in, in whole or in part, any Competitive Business
- 2 Developer covenants that, except as otherwise approved in writing by Franchisor, Developer shall not, for a continuous uninterrupted period commencing upon expiration or termination of this Agreement, regardless of the cause for termination, and continuing for two (2) years thereafter, either directly or indirectly, including but not limited to through any immediate family member (whether natural or adopted), for itself, or on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, advise, invest in, be employed by, franchise, license, or otherwise engage in, any Competitive Business that is located. (a) within the protected area described in any Franchise Agreement entered into pursuant to this Agreement as of the date of expiration or termination of this Agreement; or (b) within a two (2) mile radius of any other Salsarita's Restaurant in existence or in development at the time this Agreement expires or is terminated. At any time the restrictive covenant set forth in this Section VII B 2 requires the measuring of a radius, such radius shall be measured from the main entrance door of Salsarita's Restaurant.
- 3 Developer covenants that, except as otherwise expressly approved in writing by Franchisor, Developer shall not, during the term of this Agreement and for a continuous uninterrupted period commencing upon expiration or termination of this Agreement, regardless of the cause for termination, and continuing for two (2) years thereafter, either directly or indirectly, including but not limited to through any member of his, her or their immediate families (whether natural or adopted), for himself, or on behalf of, or in conjunction with any person or entity (a) divert, or attempt to divert, any business or customer of any Salsarita's Restaurant to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System, and (b) seek to employ, and thereafter employ, any person who is employed, or at

any time in the preceding 12-month period has been employed, by Franchisor or any affiliate of Franchisor, or otherwise induce or seek to induce any such person to leave his or her employment. In the event of a breach of **Section VII B 3 (b)** hereof, recognizing the amount of time, effort and money necessary to find and develop replacement personnel, and recognizing the difficulty of calculating the exact amount of damages for such breach, Developer agrees, in addition to any and all other remedies available to Franchisor or its affiliate to pay Franchisor or its affected affiliate, as applicable, as liquidated damages and not as a penalty, an amount equal to the employee's most recent annual salary set by Franchisor or its affiliate or, if an hourly employee, the employee's annualized salary calculated based on the employee's most recent pay rate set by Franchisor or its affiliate, a 40 hour work week, and 52 work weeks per year

- 4 The covenants of this **Section VII B** are not intended to prevent any individual from employment which does not directly contribute to competition against Franchisor or Salsanta's Restaurants. Developer acknowledges and agrees that the above-stated covenants are reasonable in terms of geographic scope, duration of time, and type of activity restrained and that these covenants do not impose greater restraints than are necessary to protect Salsanta's franchisees, the System, and the goodwill or other business interests of Franchisor. The two (2) year post-term covenants shall be tolled during any period of time Developer is in violation of such post-term covenants such that the covenants shall be enforceable for a full two (2)-year period.

- C **Exception to Covenant Not to Compete** **Section VII B** hereof shall not apply to ownership by Developer of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly held corporation.
- D **Covenants are Independent** The parties agree that the foregoing covenant shall be construed to be independent of any other covenant or provision of this Agreement. If all or any portion of the covenant in this **Section VII** is held to be unenforceable or unreasonable by a court or agency having competent jurisdiction in any final decision to which Franchisor is a party, Developer 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 resultant covenant were separately stated in and made a part of this Agreement.
- E **Claims Are Not Defense to Covenants** Developer expressly agrees that the existence of any claim it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants of this Agreement. Developer further agrees that Franchisor shall be entitled to set off any amount owed by Franchisor to Developer against any loss or damage to Franchisor resulting from Developer's breach of **Section VII B** of this Agreement.
- F **Injunctive Relief Available to Franchisor** Developer acknowledges that any failure to comply with the requirements of **Section VII** of this Agreement shall cause Franchisor irreparable injury for which no adequate remedy at law may be available, and Developer hereby accordingly consents to the issuance by a court of competent jurisdiction of an injunction prohibiting any conduct by Developer in violation of the terms of **Section VII** of this Agreement. Franchisor may further avail itself of any legal or equitable rights and remedies which it may have under this Agreement or otherwise.

VIII ASSIGNMENT

A. **Assignment by Franchisor** This Agreement grants Franchisor the right to freely transfer or assign all or part of its rights or obligations under this Agreement to any assignee or other legal successor to the interests of Franchisor without Developer's consent.

B. **Assignment by Developer**

1 This Agreement is personal to Developer and, if Developer is a business entity, Developer's owners ("**Owners**"), and Franchisor has entered into this Agreement in reliance on the business skill, financial capacity and personal character of Developer and Owners. Accordingly, except as otherwise provided herein, neither Developer nor any successor to any part of Developer's interest in this Agreement nor any Owner may make any Transfer or permit any Transfer to occur without obtaining Franchisor's prior written consent. Any purported Transfer, without the prior written consent of Franchisor, shall be null and void and shall constitute a material breach of this Agreement. For purposes of this **Section VIII B**, "**Transfer**" means any sale, assignment, transfer, conveyance, give away, pledge, mortgage or other encumbrance, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings) of any interest in Developer (if Developer is a business entity), this Agreement, the License granted hereunder or any other assets relating to Developer's operations under this Agreement.

2 Franchisor shall not unreasonably withhold its consent to a Transfer; however, Franchisor, as a condition of any Transfer, may require that Developer also Transfer, to the proposed transferee, Developer's interest in all Franchise Agreements entered into pursuant to this Agreement. The decision as to whether or not to consent to a proposed Transfer shall be made by Franchisor in its sole discretion and shall include numerous factors deemed relevant by Franchisor. These factors may include, but will not be limited to, the following:

- a) transferee demonstrates to Franchisor's satisfaction that it or its owners meet Franchisor's educational, financial, managerial and business standards, possess a good moral character, business reputation and credit rating, have the aptitude and ability to operate the License, have adequate financial resources and capital to manage the License, and are not engaged in, and have no affiliation with any person engaged in, a competing business,
- b) Developer agrees to remain liable for all of the obligations to Franchisor in connection with the License arising prior to the effective date of the Transfer, and execute any and all instruments reasonably requested by Franchisor to evidence such liability,
- c) transferee signs the then-current form of Franchisor's Area Development Agreement, which may contain provisions that materially alter the rights or obligations of Developer under this Agreement, and
- d) all of Developer's accrued monetary obligations to Franchisor are satisfied.

Franchisor shall not charge such assignee a Development Fee, but will charge a transfer fee not to exceed \$10,000 for each Restaurant remaining to be developed. Any such transfer fee under this Agreement is in addition to any transfer fees paid under the Franchise Agreements. Franchisor shall also have the right to require Developer (and

Owners) to execute a general release of Franchisor in a form satisfactory to Franchisor's counsel as a condition to its approval of a Transfer

- C. **Franchisor's Right of First Refusal** If any party holding any interest in Developer or in this Agreement receives a bona fide offer (as determined by Franchisor in its reasonable discretion) from a third party or otherwise desires to undertake any Transfer that would require Franchisor's consent, it shall notify Franchisor in writing of the terms of the proposed Transfer, and shall provide such information and documentation relating to the proposed Transfer as Franchisor may reasonably require. For a period of thirty (30) days from the date of Franchisor's or Owners' receipt of such offer, Franchisor shall have the right, exercisable by written notice to Developer (or Owners), to purchase the interest proposed to be sold, for the price and on the same terms and conditions contained in such offer, provided that Franchisor may substitute cash for any other form of payment proposed in such offer. If Franchisor does not exercise its right of first refusal, the bona fide written offer may be accepted by Developer (or Owners) but only upon the same terms and conditions proposed to Franchisor, and subject to the prior written approval of Franchisor, as provided in this Agreement.
- D. **Transfer Upon Death or Mental Incapacity** Upon the death or mental incapacity of any person with an interest in Developer, the executor, administrator, or personal representative of that person must Transfer his or her interest to a third party approved by Franchisor within three (3) months after death or mental incapacity. These Transfers, including, without limitation, Transfers by devise or inheritance, will be subject to the same restrictions and conditions as any inter vivos Transfer. However, in the case of a Transfer by devise or inheritance, if the heirs or beneficiaries of any deceased person are unable to meet the conditions contained in this Agreement, the personal representative of the deceased Developer shall have a reasonable time in the sole discretion of Franchisor, to dispose of the deceased's interest in the Restaurant which disposition will be subject to all the terms and conditions for Transfer contained in this Agreement. If the interest is not disposed of within a reasonable time (as determined by Franchisor in its sole discretion), Franchisor may terminate this Agreement.

IX. ENFORCEMENT

- A. **Governing Law** This Agreement and any claim or controversy arising out of, or relating to, rights and obligations of the parties under this Agreement and any other claim or controversy between the parties shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to conflicts of laws principles. Nothing in this Section is intended, or shall be deemed, to make any North Carolina law regulating the offer or sale of franchises or the franchise relationship applicable to this Agreement if such law would not otherwise be applicable.
- B. **Forum** The parties agree that, to the extent any disputes cannot be resolved directly between them, Developer shall file any suit against Franchisor only in the federal or state court having jurisdiction where Franchisor's principal offices are located at the time suit is filed. Franchisor may file suit in the federal or state court located in the jurisdiction where its principal offices are located at the time suit is filed or in the jurisdiction where Developer resides or does business or where the Development Area is or was located or where the claim arose. Developer consents to the personal jurisdiction of those courts over Developer and to venue in those courts.
- C. **Limitations** Except for payments owed by one party to the other, and unless prohibited by applicable law, any legal action or proceeding (including the offer and sale of a franchise to Developer) brought or instituted with respect to any dispute arising from or

related to this Agreement or with respect to any breach of the terms of this Agreement must be brought or instituted within a period of two (2) years after the initial occurrence of any act or omission that is the basis of the legal action or proceeding, whenever discovered.

- D **Waivers** Developer and Franchisor waive, to the fullest extent permitted by law, any right or claim of any punitive or exemplary damages against each other and agree that, in the event of a dispute between them, each shall be limited to the recovery of actual damages sustained by it. **Developer and Franchisor waive, to the fullest extent permitted by law, the right to bring, or be a class member in, any class action suits and the right to trial by jury**
- E **Attorneys' Fees** If either party brings an action to enforce this Agreement in a judicial proceeding, the party prevailing in that proceeding shall be entitled to reimbursement of costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, the cost of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of, the proceeding. If Franchisor utilizes legal counsel (including in-house counsel employed by Franchisor) in connection with any failure by Developer to comply with this Agreement, Developer shall reimburse Franchisor for any of the above-listed costs and expenses incurred by Franchisor. In any judicial proceeding, the amount of these costs and expenses will be determined by the court and not by a jury.
- F **Severability and Substitution of Valid Provisions** All provisions of this Agreement are severable, and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and any partially valid and enforceable provisions shall be enforced to the extent valid and enforceable. If any applicable law or rule requires a greater prior notice of the termination of this Agreement than is required hereunder, or requires the taking of some other action not required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice or other requirements hereof.
- G **Developer May Not Withhold Payments Due Franchisor** Developer agrees that he or she shall not withhold payments owed to Franchisor for any reason including, but not limited to, on grounds of alleged nonperformance by Franchisor of any obligation hereunder.
- H **Rights of Parties Are Cumulative** The rights of Franchisor and Developer hereunder are cumulative, and the exercise or enforcement by Franchisor or Developer of any right or remedy hereunder shall not preclude the exercise or enforcement by Franchisor or Developer of any other right or remedy hereunder which Franchisor or Developer is entitled by law to enforce.
- I **Binding Effect** This Agreement is binding upon the parties hereto and their respective permitted assigns and successors in interest.

J **Construction**

- 1 The headings of the sections and paragraphs hereof are for convenience only and do not define, limit, or construe the contents of those sections or paragraphs
- 2 The term “**Developer**” as used herein is applicable to one or more persons or an entity, as the case may be, the singular usage includes the plural, and the masculine and neuter usages include the other and feminine
- 3 In the event of conflict between this Agreement and the Franchise Agreement for a particular Restaurant developed under this Agreement, the Franchise Agreement for such particular Restaurant shall control. In the event of a conflict between this Agreement and any Exhibit attached hereto, such Exhibit shall control. All Exhibits attached hereto are hereby incorporated herein by this reference.
- 4 Time is of the essence with respect to Developer’s agreement to execute Franchise Agreements and commence operations at the Franchises in accordance with requirements of this Agreement.

- K. **Modification** This instrument contains the entire agreement between the parties relating to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless a subsequent modification in writing is signed by the parties hereto. Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim any representations Franchisor made in the Franchise Disclosure Document that Franchisor furnished to Developer.

X. **INDEPENDENT CONTRACTOR AND INDEMNIFICATION**

- A. **No Fiduciary Relationship** It is understood and agreed by the parties hereto that this Agreement does not establish a fiduciary relationship between them, that Developer shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, joint employer or servant of the other for any purpose whatsoever.
- B. **Developer is an Independent Contractor** During the term of this Agreement, and any successor terms or extensions hereof, Developer shall hold itself out to the public as an independent contractor operating its business pursuant to a Franchise Agreement with Franchisor. Developer agrees to take such affirmative action as may be necessary to do so, including, without limitation, exhibiting a public notice of that fact, the content and display of which Franchisor shall have the right to specify.
- C. **Franchisor Not Liable for Acts of Developer** Developer understands and agrees that nothing in this Agreement authorizes Developer to make any contract, agreement, warranty or representation on Franchisor’s behalf, or to incur any debt or other obligation in Franchisor’s name and that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of any such action, or by reason of any act, error or omission of Developer in its conduct of the Restaurant’s business, or any claim or judgment arising therefrom against Franchisor. Developer shall indemnify and hold Franchisor, its affiliates and their respective officers, directors, shareholders, employees and agents (the “**Indemnified Parties**”) harmless against any and all liabilities, claims, actions, losses, damages and expenses, including reasonable attorney’s fees, (“**Liabilities**”) arising out of or relating to any act, error or omission of Developer, or Developer’s Owners, directors, officers, employees and agents, in connection with the

performance or non-performance of Developer's obligations hereunder or the establishment or operation of the Restaurant(s) This **Section X.C** will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

D Developer Authorizes Franchisor to Contact Lessors, Vendors and Creditors

Developer hereby authorizes Franchisor to contact Developer's lessors, vendors and creditors as Franchisor deems appropriate to address compliance and other issues related to the Restaurants and this Agreement, and Developer agrees that such lessors, vendors and creditors are authorized to disclose factual information regarding Developer's contracts, debts and other obligations to Franchisor

XI NOTICES

All written notices permitted or required to be delivered by the provisions of this Agreement shall be deemed so delivered. (1) three (3) business days after placed in the mail, by registered or certified mail, return receipt requested, postage prepaid and addressed to the party to be notified at its most current principal address which the notifying party has on record, or (2) one (1) business day after given to a reputable overnight delivery service for overnight delivery and addressed to the party to be notified at its most current principal address which the notifying party has on record

XII BUSINESS ENTITY DEVELOPER

If Developer is a business entity, the following requirements shall apply

- 1 Developer has furnished to Franchisor a complete and accurate list of all Owners Developer will maintain a current list of all Owners and their percentage ownership interest (as set forth in Exhibit B) Developer will comply with this **Section XXII** prior to any change in ownership interests and will execute addenda to **Exhibit B** as changes occur in order to ensure the information contained in **Exhibit B** is true, accurate and complete at all times
- 2 Developer shall cause each Owner to guarantee Developer's performance hereunder and to perform and discharge certain obligations under this Agreement by entering into the Payment and Performance Guarantee attached hereto Developer hereby represents that Owners are the only persons that hold an equity interest in Developer
- 3 Developer has caused all Owners to read and approve this Agreement, including any restrictions which this Agreement places upon their right to transfer their equity securities

XIII AUTHORIZED OFFICERS

Except for those officers specifically named on **Exhibit C** hereto, no other person or entity is authorized to act on behalf of Developer with respect to any right or obligation of Developer under this Agreement or other similar agreement between Developer and Franchisor Developer agrees to update the authorized persons set forth on **Exhibit C** promptly following the cessation of such persons' authorization to act on behalf of Developer

XIV SPECIAL REPRESENTATIONS

Developer (and each Owner if Developer is a business entity) hereby represents as follows

- 1 Developer acknowledges and agrees that Developer has received (i) Franchisor's then current franchise disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising" at least fourteen (14) days prior to execution as required by such Trade Regulation Rule and (ii) a fully completed copy of this Agreement at least seven (7) days prior to execution as required by such Trade Regulation Rule
- 2 That neither Developer, nor any Owner, nor any of their respective affiliates is identified, either by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the US Treasury Department's Office of Foreign Assets Control (texts currently available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) Further, Developer represents and warrants that neither it nor any Owner of their respective affiliates referred to above has violated, and Developer agrees not to violate and to cause each of them to refrain from violating, any law prohibiting corrupt business practices, money laundering or the aid or support of entities or individuals who conspire to commit acts of terror against any entity, individual or government, including acts prohibited by the US Patriot Act (text currently available at <http://www.gpo.gov/fdsys/pkg/PLAW-107publ56/pdf/PLAW-107publ56.pdf>), US Executive Order 13224 (text currently available at <http://www.state.gov/yct/rls/other/des/122570.htm>), or any similar law The foregoing constitute continuing representations and warranties, and Developer shall immediately notify Franchisor in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading
- 3 That he or she has conducted an independent investigation of Salsarita's business and System and recognizes that the business venture contemplated by this Agreement involves business risks and that its success shall be largely dependent upon the ability of Developer as an independent business person. Franchisor expressly disclaims the making of, and Developer acknowledges that it has not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business contemplated by this Agreement.
- 4 Developer acknowledges having received, read, and understood this Agreement, including all Exhibits hereto, and Developer further acknowledges that Franchisor has accorded Developer ample time and opportunity to consult with advisors of his/her own choosing about the potential benefits and risks of entering into this Agreement.
- 5 Developer also acknowledges that prior to the date of this Agreement, no other agreement for the development of Salsarita's restaurants was entered into, no promises were made by Franchisor, and no funds were offered to or accepted by Franchisor

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement
as of the Effective Date

FRANCHISOR.

SALSARITA'S FRANCHISING, LLC

By _____

Print Name _____

Title _____

DEVELOPER.

[XXXX]

By _____

Print Name _____

Title _____

By _____

Print Name _____

Title _____

**EXHIBIT A
TO AREA DEVELOPMENT AGREEMENT**

Proprietary Marks

Registration Number	Description of Mark	Principal/ Supplemental Register	Registration Date
3,009,919	Salsanta's Fresh Cantina	Principal	November 1, 2005
2,466,514	Salsanta's (typed)	Principal	July 3, 2001
2,472,250	Salsanta's (stylized)	Principal	July 24, 2001
4,146,380	Salsanta's (and Design)	Principal	May 22, 2012
4,146,373	Salsanta's Fresh Cantina (and Design)	Principal	May 22, 2012

**EXHIBIT B
TO
AREA DEVELOPMENT AGREEMENT**

Miscellaneous

1 **Development Area** *(pursuant to Section I(A))*

2 **Development Schedule** *(pursuant to Section I(A))* During the Term, Developer shall develop a minimum of _____ new Restaurants in the Development Area so that, as of each Opening Date listed below, Developer (and its affiliates) are operating at least the following cumulative number of Restaurants

Number of Restaurants	Opening Date	Cumulative Number of Restaurants To Be Open and Operating by the Opening Date, Including the Restaurant To Be Established
1		
2		
3		
4		
5		

3 **Development Fee and Initial Franchise Fees** *(pursuant to Section III)*

The Development Fee is \$_____, and is payable upon execution of this Agreement. The Development Fee is credited towards the Initial Franchise Fee under each Franchise Agreement as specified below

<u>Franchise</u>	<u>Initial Franchise Fee</u>	<u>Amount of Development Fee to be Applied Towards Initial Franchise Fee</u>
------------------	------------------------------	--

1

2

3

4

4 Owners (pursuant to Section XII)

Name	Percentage Ownership Interest

**EXHIBIT C
TO
AREA DEVELOPMENT AGREEMENT**

Certificate of Authorized Officers

The undersigned officer or officers, all duly appointed, qualified and acting officers of Developer, hereby do certify to Franchisor that the persons named below are (1) the duly appointed or elected officers in the offices of Developer set forth opposite their respective names and (2) are authorized to act on behalf of Developer with respect to any right or obligation of Developer under any Franchise Agreement, Area Development Agreement, or other similar agreement between Developer and Franchisor

<u>Name</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Please attach additional signature sheets if more space is required)

I, the undersigned, agree to update this Certificate if any information contained herein is no longer accurate

Date _____

Print Name _____
Title _____

Print Name _____
Title _____

Payment and Performance Guarantee

In order to induce SALSARITA'S FRANCHISING, LLC ("Franchisor") to enter into a certain Area Development Agreement (the "Area Development Agreement") by and between Franchisor and the Developer named in the Area Development Agreement to which this Payment and Performance Guarantee (the "Guarantee") is attached, the undersigned (collectively referred to as the "Guarantors" and individually referred to as a "Guarantor") hereby covenant and agree as follows

1 **Guarantee of Payment and Performance** The Guarantors jointly, severally and unconditionally guarantee to Franchisor and its affiliates the payment and performance when due, whether by acceleration or otherwise, of all obligations, indebtedness and liabilities of Developer to Franchisor, direct or indirect, absolute or contingent, of every kind and nature, whether now existing or incurred from time to time hereafter, whether incurred pursuant to the Area Development Agreement or otherwise, together with any extension, renewal or modification thereof in whole or in part (the "Guaranteed Liabilities"), and agree that if any of the Guaranteed Liabilities is not so paid or performed by Developer when due, the Guarantors shall immediately do so. The Guarantors further agree to pay all expenses (including reasonable attorneys' fees) paid or incurred in endeavoring to enforce this Guarantee or the payment of any Guaranteed Liabilities.

2 **Waivers by Guarantors** The Guarantors waive presentment, demand, notice of dishonor, protest and all other notices whatsoever, including without limitation notices of acceptance hereof, of the existence or creation of any Guaranteed Liabilities, of the amounts and terms thereof, of all defaults, disputes or controversies between Franchisor and Developer and of the settlement, compromise or adjustment thereof. This Guarantee is primary and not secondary, and shall be enforceable without Franchisor having to proceed first against Developer or against any or all of the Guarantors or against any other security for the Guaranteed Liabilities. This Guarantee shall be effective regardless of the insolvency of Developer by operation of law, any reorganization, merger or consolidation of Developer, or any change in the ownership of Developer.

3 **Term, No Waiver** This Guarantee shall be irrevocable, absolute and unconditional and shall remain in full force and effect as to each of the Guarantors until such time as all Guaranteed Liabilities of Developer to Franchisor and its affiliates have been paid and satisfied in full. No delay or failure on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy shall preclude other further exercise of such right or any other right or remedy.

4 **Other Covenants** Each of the Guarantors agrees to comply with the provisions of Sections V, VII, VIII and X.C of the Area Development Agreement as though he or she were the Developer named therein and agrees that he or she shall take any and all actions as may be necessary or appropriate to cause Developer to comply with the Area Development Agreement and shall not take any action that would cause Developer to be in breach of the Area Development Agreement.

5 **Enforcement** Section IX of the Area Development Agreement is hereby incorporated herein by reference and shall be applicable to any all disputes between Franchisor and any of the Guarantors, as though Guarantor were the "Developer" referred to therein. This consent, being coupled with an interest, shall survive the death, dissolution or any other incapacity of each of the Guarantors.

6 **Miscellaneous** This Agreement shall be binding upon the Guarantors and their respective heirs, executors, successors and assigns, and shall inure to the benefit of Franchisor and its successors and assigns.

IN WITNESS WHEREOF, the undersigned Guarantors have caused this Guarantee to be duly executed as of the day and year first above written.

Print Name _____

Print Name _____

Print Name _____

Print Name _____

30554136v4

EXHIBIT G

STATE-SPECIFIC AMENDMENTS TO AREA DEVELOPMENT AGREEMENT

**HAWAII AMENDMENT
TO AREA DEVELOPMENT AGREEMENT**

The Salsarita's Franchising, LLC Area Development Agreement between _____ ('Franchisee' or "You") and Salsarita's Franchising, LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment")

HAWAII LAW MODIFICATIONS

1 The State Securities Commissioner of Hawaii requires that certain provisions contained in franchise documents be amended to be consistent with Hawaii law, specifically the Hawaii Franchise Investment Law (Hawaii Rev Stat §§ 482E-, et seq) (the "Act") To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended.

- a. The sentence of Section VVI B of the Agreement, beginning with "Franchisor shall also have the right. " and ending with " its approval of a Transfer " is hereby deleted in its entirety and replaced with the following sentence

Franchisor shall also have the right to require Developer (and Owners) to execute a general release of Franchisor in a form satisfactory to Franchisor's counsel as a condition to its approval of a Transfer, excluding only such claims arising under the Hawaii Franchise Investment Law (Hawaii Rev Stat. §§ 482E-, et seq) "

2 Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Amendment to the Area Development Agreement on the day and year first above written.

FRANCHISOR

SALSARITA'S FRANCHISING, LLC

By _____

Print Name _____

Title _____
(SEAL)

FRANCHISEE

(Name of Franchisee)

By _____

Print Name _____

Title _____
(SEAL)

**ILLINOIS AMENDMENT TO
AREA DEVELOPMENT AGREEMENT**

The Salsarita's Franchising, LLC Area Development Agreement between _____ ('Franchisee' or "You") and Salsarita's Franchising, LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment")

ILLINOIS LAW MODIFICATIONS

1 The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, Ill Rev Stat. Ch. 815 para. 705/1 - 705/44 (1994) (the "Act") To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended.

- a Paragraphs 705/19 and 705/20 of the Act provide rights to Franchisee concerning termination of the Agreement. If this Agreement contains a provision that is inconsistent with the Act, the Act will control
- b Any release of claims or acknowledgements of fact contained in the Agreement shall specifically exclude any release of claims or acknowledgements of fact that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act. Such exclusion shall only apply to claims brought under the Act.
- c The Agreement requires litigation to be conducted in a forum other than the State of Illinois. This requirement is void with respect to claims under the Act.
- d The Agreement requires that it be governed by a state's law, other than the State of Illinois. To the extent that such law conflicts with Illinois law, Illinois law will control
- e Paragraph 705/41 of the Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void." To the extent that any condition, stipulation, or provision in the Agreement is inconsistent with Illinois law, Illinois law will control

2 Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Amendment to the Area Development Agreement on the day and year first above written.

FRANCHISOR

SALSARITA'S FRANCHISING, LLC

By _____

Print Name _____

Title _____

(SEAL)

FRANCHISEE

(Name of Franchisee)

By _____

Print Name _____

Title _____

(SEAL)

**MARYLAND AMENDMENT
TO AREA DEVELOPMENT AGREEMENT**

The Salsarita's Franchising, LLC Area Development Agreement between _____ ("Franchisee" or "You") and Salsarita's Franchising, LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment")

MARYLAND LAW MODIFICATIONS

1 The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus Reg §§ 14-201 - 14-233 (1998 Repl Vol & Supp 2002) and Md. Regs Code tit. 02, § 02 02 08 00 – 02 02 08 18 (collectively, the "Codes") To the extent that the Agreement contains provisions that are inconsistent with the Codes, such provisions are hereby amended.

- a. If the Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement shall not be interpreted to limit any rights you may have under the Codes to bring suit in the state of Maryland.
- b. This Agreement is amended to reflect that any claims arising under the Codes must be brought within 3 years after grant of a Franchised Business

2 Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Amendment to the Area Development Agreement on the day and year first above written.

FRANCHISOR

SALSARITA'S FRANCHISING, LLC

By _____

Print Name _____

Title _____

(SEAL)

FRANCHISEE

(Name of Franchisee)

By _____

Print Name _____

Title _____

(SEAL)

**MINNESOTA AMENDMENT
TO AREA DEVELOPMENT AGREEMENT**

The Salsarita's Franchising, LLC Area Development Agreement between _____ ("Franchisee" or "You") and Salsarita's Franchising, LLC ('Franchisor') dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment")

MINNESOTA LAW MODIFICATIONS

1 The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 *et seq.*, and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement and Disclosure Document contain provisions that are inconsistent with the following, such provisions are hereby amended

- a If the Agreement requires Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Franchise Act.
- b Franchise Act, Sec. 80C.14, Subd. 3, requires, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure). If the Agreement contains a provision that is inconsistent with such requirement of the Franchise Act, the provisions of the Agreement shall be enforceable only to the extent that such provisions do not conflict with the Franchise Act's requirements.
- c If the Agreement requires that it be governed by a state's law, other than the State of Minnesota or arbitration or mediation, those provisions shall not in any way abrogate or reduce any rights of Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.
- d To the extent Minnesota Rule 2860.4400J prohibits a franchisor from requiring You to consent to Franchisor obtaining injunctive relief, the Agreement is hereby revised to reflect that Franchisor may seek injunctive relief and that whether any bond be necessary be determined by the court.
- e Section 80C.17 of the Franchise Act provides that no action may be commenced pursuant to that section more than 3 years after the cause of action accrues. No provision in the Agreement shall be construed to limit the time period for You to bring a claim under the Franchise Act.
- f Minn. Stat. Section 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside of Minnesota. Nothing in the Agreement can abrogate or reduce any rights as provided for in Minnesota Statutes, Chapter 80C or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. In addition, in accordance with Minn. Rule 2860J, notwithstanding anything in the Agreement to the contrary, Franchisee is not required to waive its rights to a jury trial or waive rights to any procedure, forum or remedies provided for by the laws of Minnesota.

2 Each provision of this Agreement shall be effective only to the extent that the jurisdictional requirements of the Minnesota law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3 As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Area Development Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Amendment to the Area Development Agreement on the day and year first above written.

FRANCHISOR

FRANCHISEE

SALSARITA'S FRANCHISING, LLC

(Name of Franchisee)

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

(SEAL)

(SEAL)

**NEW YORK AMENDMENT
TO AREA DEVELOPMENT AGREEMENT**

The Salsanta's Franchising, LLC Area Development Agreement between _____ ("Franchisee" or "You") and Salsanta's Franchising, LLC ("Franchisor") dated _____ (the ' Agreement') shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment")

NEW YORK LAW MODIFICATIONS

1 The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 (1989) (the "Franchise Law") To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended.

- a If Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Law, or any regulation, rule or order promulgated thereunder, such release shall exclude claims arising under the Franchise Law and such acknowledgments shall be void with respect to claims arising under the Franchise Law It is the intent of this provision that non-waiver provisions of Sections 687 4 and 687 5 of the Franchise Law be satisfied.
- b If the Agreement requires that it be governed by a state's law, other than the State of New York, the choice of law provision shall not be considered to waive any rights conferred upon Franchisee under the Franchise Law

2 Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the New York General Business Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3 As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Area Development Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Amendment to the Franchise Agreement on the day and year first above written.

FRANCHISOR

SALSARITA'S FRANCHISING, LLC

By _____

Print Name _____

Title _____

(SEAL)

FRANCHISEE

(Name of Franchisee)

By _____

Print Name _____

Title _____

(SEAL)

**NORTH DAKOTA AMENDMENT
TO AREA DEVELOPMENT AGREEMENT**

The Salsanta's Franchising, LLC Franchise Agreement between _____ ("Franchisee" or "You") and Salsanta's Franchising, LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment")

NORTH DAKOTA LAW MODIFICATIONS

1 The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including Section 51-19-09 of the North Dakota Franchise Investment Law (the "Law") To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended.

- a. Notwithstanding anything in the Agreement to the contrary, nothing in the Agreement shall require Franchisee to consent to the jurisdiction of court outside of North Dakota
- b. Notwithstanding anything in the Agreement to the contrary, in the event of a conflict of law, North Dakota law will control
- c. Section IX D of the Agreement is deleted in its entirety and replaced with the following Section IX.D **"Developer and Franchisor waive, to the fullest extent permitted by law, the right to bring, or be a class member in, any class action suits"**
- d. Any general release that Franchisee is required to sign upon renewal of the Agreement shall exclude the release of claims under the Law
- e. The Agreement is amended to state that the statute of limitations under North Dakota law will apply
- f. Notwithstanding anything in the Agreement to the contrary, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees

2 Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3 As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Amendment to the Franchise Agreement on the day and year first above written.

FRANCHISOR

SALSARITA'S FRANCHISING, LLC

By _____

Print Name _____

Title _____
(SEAL)

FRANCHISEE

(Name of Franchisee)

By _____

Print Name _____

Title _____
(SEAL)

**RHODE ISLAND AMENDMENT
TO AREA DEVELOPMENT AGREEMENT**

The Salsarita's Franchising, LLC Area Development Agreement between _____ ("Franchisee" or "You") and Salsarita's Franchising, LLC ('Franchisor') dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment")

RHODE ISLAND LAW MODIFICATIONS

1 The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act, R.I. Gen. Law ch. 395 Sec 19-28 1-1 -19-28 1-34 To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended.

- a If the Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, such requirements are void with respect to any claims brought under Rhode Island Franchise Investment Act Sec 19-28 1-14
- b If the Agreement requires that it be governed by a state's law other than the State of Rhode Island, such requirements are void to the extent that such law conflicts with Rhode Island Franchise Investment Act Sec 19-28 1-14
- c If Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgments shall be void with respect to claims under the Act.

2 Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3 As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Area Development Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Amendment to the Area Development Agreement on the day and year first above written.

FRANCHISOR

SALSARITA'S FRANCHISING, LLC

By _____

Print Name _____

Title _____
(SEAL)

FRANCHISEE

(Name of Franchisee)

By _____

Print Name _____

Title _____
(SEAL)

**WASHINGTON AMENDMENT
TO AREA DEVELOPMENT AGREEMENT**

The Salsarta's Franchising, LLC Area Development Agreement between _____ ("Franchisee" or "You") and Salsarta's Franchising, LLC ("Franchisor") dated _____ (the 'Agreement') shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the 'Amendment')

WASHINGTON LAW MODIFICATIONS

1 The Washington Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Washington law, including the Washington Franchise Investment Protection Act, Wash. Rev Code §§ 19 100 010 through 19 100 940 (the "Act") To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended

- a In the event of a conflict of laws, the provisions of the Act shall prevail
- b If Franchisee is required to sign a general release under the Agreement, such release or waiver of rights signed by Franchisee shall not include rights under the Act except when signed under a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel
- c The sentence in Section VIILB of the Agreement beginning with "Franchisor shall not charge " and ending with ' remaining to be developed " shall be deleted in its entirety and replaced with the following sentence "Franchisor shall not charge such assignee a Development Fee, but will charge a transfer fee not to exceed \$10,000 for each Restaurant remaining to be developed, which fee represents a reasonable estimated cost in effecting the transfer "
- d To the extent that any provision of the Agreement conflicts with Section 19 100 180 of the Act, Section 19 100 180 will control
- e In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator

2 Each provision of this Washington amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev Code §§ 19 100 010 through 19 100 940, are met independently without reference to this Amendment.

3 As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Amendment to the Agreement on the day and year first above written.

FRANCHISOR

FRANCHISEE

SALSARITA'S FRANCHISING, LLC

(Name of Franchisee)

By _____

By _____

Print Name _____

Print Name _____

Title _____
(SEAL)

Title _____
(SEAL)

30935802v2

EXHIBIT H

CONFIDENTIALITY/NONDISCLOSURE AGREEMENT

CONFIDENTIALITY/NONDISCLOSURE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between Salsarita's Franchising, LLC, a Mississippi limited liability company, (hereinafter referred to as "the Company") and _____, whose address is _____ (hereinafter referred to as "Prospective Franchise Owner")

WITNESSETH THAT

WHEREAS, Prospective Franchise Owner desires to obtain certain confidential and proprietary information from the Company for the sole purpose of inspecting and analyzing said information in an effort to determine whether to purchase a franchise from the Company; and

WHEREAS, the Company is willing to provide such information to Prospective Franchise Owner for the limited purpose and under the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows

1 DEFINITION 'Confidential Information' is used herein to mean all information, documentation and devices disclosed to or made available to Prospective Franchise Owner by the Company, whether orally or in writing, as well as any information, documentation or devices heretofore or hereafter produced by Prospective Franchise Owner in response to or in reliance on said information, documentation and devices made available by the Company

2 TERM The parties hereto agree that the restrictions and obligations of Paragraph 3 of this Agreement shall be deemed to have been in effect from the commencement on the _____ day of _____, 20____, of the ongoing negotiations between Prospective Franchise Owner and the Company and continue in perpetuity until disclosed by the Company

3 TRADE SECRET ACKNOWLEDGEMENT Prospective Franchise Owner acknowledges and agrees the Confidential Information is a valuable trade secret of the Company and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to the Company

4 TREATMENT OF CONFIDENTIAL INFORMATION In consideration of the disclosure to Prospective Franchise Owner of Confidential Information, Prospective Franchise Owner agrees to treat Confidential Information in confidence and to undertake the following additional obligations with respect thereto

- (a) To use Confidential Information for the sole purpose of inspecting and analyzing the information in an effort to determine whether to purchase a franchise from the Company and solely in its operation of the Company Franchise,
- (b) Not to disclose Confidential Information to any third party;

- (c) To limit dissemination of Confidential Information to only those of Prospective Franchise Owner's officers, directors and employees who have a need to know to perform the limited tasks set forth in Item 4 (a) above, and who have agreed to the terms and obligations of this Agreement by affixing their signatures hereto,
- (d) Not to copy Confidential Information or any portions thereof, and
- (e) To return Confidential Information and all documents, notes or physical evidence thereof, to the Company upon a determination that Prospective Franchise Owner no longer has a need therefore, or a request therefore, from the Company, whichever occurs first.

5 SURVIVAL OF OBLIGATIONS The restrictions and obligations of this Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind Prospective Franchise Owner, his heirs, successors and assigns in perpetuity

6 NEGATION OF LICENSES Except as expressly set forth herein, no rights to licenses, expressed or implied, are hereby granted to Prospective Franchise Owner as a result of or related to this Agreement.

7 APPLICABLE LAW This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

FRANCHISOR

FRANCHISEE

SALSARITA'S FRANCHISING, LLC

(Name of Franchisee)

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

(SEAL)
30935796v2

(SEAL)

EXHIBIT I

FINANCIAL STATEMENTS

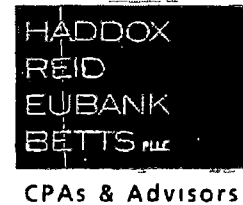
SALSARITA'S FRANCHISING, LLC

**FINANCIAL STATEMENTS
AND INDEPENDENT AUDITOR'S REPORT**

**FIFTY-TWO WEEKS ENDED DECEMBER 27, 2015
AND DECEMBER 28, 2014**

CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
INDEPENDENT AUDITOR'S REPORT	1
FINANCIAL STATEMENTS	
Balance Sheets	3
Statements of Income	4
Statements of Changes in Member's Equity	5
Statements of Cash Flows	6
Notes to Financial Statements	7



INDEPENDENT AUDITOR'S REPORT

To the Member
Salsarita's Franchising, LLC
Charlotte, North Carolina

We have audited the accompanying financial statements of Salsarita's Franchising, LLC (a Limited Liability Company), which comprise the balance sheets as of December 27, 2015 and December 28, 2014, and the related statements of income, changes in member's equity, and cash flows for the fifty-two weeks ended December 27, 2015 and December 28, 2014, and the related notes to the financial statements

Management's Responsibility for the Financial Statements

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

Auditor's 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 auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An

Auditor's Responsibility - continued

audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Salsarita's Franchising, LLC as of December 27, 2015 and December 28, 2014, and the results of its operations and its cash flows for the fifty-two weeks ended December 27, 2015 and December 28, 2014 in accordance with accounting principles generally accepted in the United States of America.

Handwritten signature: Harold Reid Gentry Bell PLLC

Jackson, Mississippi
March 30, 2016

SALSARITA'S FRANCHISING, LLC

**BALANCE SHEETS
DECEMBER 27, 2015 AND DECEMBER 28, 2014**

	<u>ASSETS</u>	
	<u>2015</u>	<u>2014</u>
CURRENT ASSETS		
Cash	\$ 10,060	116,659
Cash, restricted	110,440	95,020
Royalties receivable	200,782	176,644
Other receivables	242,321	278,073
Due from related parties	-	1,342,467
Prepaid expenses	33,235	34,102
Total current assets	<u>596,838</u>	<u>2,042,965</u>
EQUIPMENT AND LEASEHOLD IMPROVEMENTS, net of accumulated depreciation	<u>132,568</u>	<u>170,767</u>
OTHER ASSETS		
Goodwill	4,225,000	4,225,000
Due from related parties	3,103,187	678,275
Deposits	7,909	7,909
Total other assets	<u>7,336,096</u>	<u>4,911,184</u>
Total assets	\$ <u>8,065,502</u>	<u>7,124,916</u>
<u>LIABILITIES AND MEMBER'S EQUITY</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 326,388	264,346
Marketing liabilities	79,375	49,589
Accrued expenses	132,537	131,127
Deferred franchise fees	240,000	240,000
Total current liabilities	<u>778,300</u>	<u>685,062</u>
LONG-TERM LIABILITIES		
Deferred franchise fees	<u>280,000</u>	<u>300,000</u>
MEMBER'S EQUITY	<u>7,007,202</u>	<u>6,139,854</u>
Total liabilities and member's equity	\$ <u>8,065,502</u>	<u>7,124,916</u>

The accompanying notes are an integral part of these financial statements

SALSARITA'S FRANCHISING, LLC

**STATEMENTS OF INCOME
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 27, 2015
AND DECEMBER 28, 2014**

	<u>2015</u>	<u>2014</u>
ROYALTIES AND FRANCHISE FEES EARNED	\$ <u>3,267,137</u>	<u>2,943,791</u>
OPERATING EXPENSES		
Compensation and benefits	1,227,515	1,385,060
Other operating expenses	<u>1,143,212</u>	<u>909,341</u>
Total operating expenses	<u>2,370,727</u>	<u>2,294,401</u>
NET OPERATING INCOME	<u>896,410</u>	<u>649,390</u>
OTHER INCOME (EXPENSE)		
Depreciation and amortization	(44,280)	(52,416)
Bad debts	-	(4,966)
Other income	<u>15,218</u>	<u>53,047</u>
Total other income (expense)	<u>(29,062)</u>	<u>(4,335)</u>
NET INCOME	\$ <u><u>867,348</u></u>	<u><u>645,055</u></u>

The accompanying notes are an integral part of these financial statements

SALSARITA'S FRANCHISING, LLC
STATEMENTS OF CHANGES IN MEMBER'S EQUITY
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 27, 2015
AND DECEMBER 28, 2014

BALANCE, DECEMBER 30, 2013	\$ 5,494,799
NET INCOME FOR 2014	<u>645,055</u>
BALANCE, DECEMBER 28, 2014	6,139,854
NET INCOME FOR 2015	<u>867,348</u>
BALANCE, DECEMBER 27, 2015	\$ <u>7,007,202</u>

The accompanying notes are an integral part of these financial statements

SALSARITA'S FRANCHISING, LLC

**STATEMENTS OF CASH FLOWS
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 27, 2015
AND DECEMBER 28, 2014**

	<u>2015</u>	<u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 867,348	645,055
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	44,280	52,416
Bad debt expense	-	4,966
Changes in assets and liabilities during the year		
Royalties receivable	(24,138)	202,137
Other receivables	35,752	(245,681)
Prepaid expenses	867	(4,266)
Deposits	-	3,130
Accounts payable	62,042	(143,342)
Marketing liabilities	29,786	(89,989)
Accrued expenses	1,410	(83,084)
Deferred franchise fees	<u>(20,000)</u>	<u>210,000</u>
Net cash provided by operating activities	<u>997,347</u>	<u>551,342</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of equipment and leasehold improvements	<u>(6,081)</u>	<u>(23,250)</u>
Net cash used in investing activities	<u>(6,081)</u>	<u>(23,250)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net advances to related parties	<u>(1,082,445)</u>	<u>(1,085,563)</u>
Net cash used in investing activities	<u>(1,082,445)</u>	<u>(1,085,563)</u>
NET DECREASE IN CASH AND CASH EQUIVALENTS	<u>(91,179)</u>	<u>(557,471)</u>
CASH AND CASH EQUIVALENTS, beginning of period	<u>211,679</u>	<u>769,150</u>
CASH AND CASH EQUIVALENTS, end of period	\$ <u><u>120,500</u></u>	<u><u>211,679</u></u>
CASH AND CASH EQUIVALENTS IS COMPRISED OF		
Cash, unrestricted	\$ 10,060	116,659
Cash, restricted	<u>110,440</u>	<u>95,020</u>
	\$ <u><u>120,500</u></u>	<u><u>211,679</u></u>

The accompanying notes are an integral part of these financial statements

SALSARITA'S FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 27, 2015
AND DECEMBER 28, 2014

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organizational Structure and Basis of Presentation

On April 19, 2011, three separate limited liability companies (MRG 1, LLC, MRG 2, LLC, and MRG 3, LLC) were formed and organized under the Mississippi Limited Liability Company Act.

Initially, all capital of MRG 1, LLC was contributed by Mississippi Restaurant Group, LLC. Subsequently, additional capital contributions were contributed by other investors. MRG 2, LLC and MRG 3, LLC were formed as wholly-owned subsidiaries of MRG 1, LLC.

Subsequently, on June 1, 2011, the name of MRG 1, LLC was changed to Salsarita's Holdings, LLC ("Holdings"). Effective June 16, 2011, MRG 2, LLC was re-named Salsarita's Franchising, LLC ("Franchising" or "the Company"), and MRG 3, LLC was re-named Salsarita's Restaurants, LLC ("Restaurants").

The financial statements included herein represent only those for Franchising. Certain transactions have occurred between Holdings, Restaurants and other affiliated entities.

Asset Purchase Agreement

Under terms of an Asset Purchase Agreement dated June 1, 2011, the Company acquired certain Salsarita's Mexican Cantina franchise assets, and assumed certain liabilities related to the franchise rights under Franchise Agreements. In connection with the acquisition, Franchising paid \$300,000 for equipment and leasehold improvements and \$4,225,000 for goodwill.

Basis of Accounting

The financial statements are prepared on the accrual basis in accordance with accounting standards generally accepted in the United States of America.

Fiscal Year-End

The Company's year-end is the last Sunday that is closest to December 31. For fiscal year 2015, the year-end is December 27, 2015, and covers the fifty-two weeks then ended. The 2014 year-end is December 28, 2014, and covers the fifty-two weeks then ended.

SALSARITA'S FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 27, 2015
AND DECEMBER 28, 2014

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Nature of Business

Salsarita's Franchising, LLC serves as franchisor of Salsarita's Mexican Cantina restaurant operations in the United States. The home office for the Company is in Charlotte, North Carolina.

Franchising Activities

Salsarita's Franchising, LLC executes franchise or license agreements that set the terms of its arrangement with each franchisee. The franchise agreements require the franchisee to pay an initial, non-refundable fee and continuing fees based upon a percentage of sales. Subject to the Company's approval and payment of a renewal fee, a franchisee may generally renew its agreement upon its expiration. Direct costs of sales and servicing of franchise and license agreements are charged to general and administrative expenses as incurred.

When an individual franchise is sold, Franchising agrees to provide certain services to the franchisee, including site selection, training, systems implementation, and design of a quality control program. Franchising recognizes initial fees as revenue when substantially all initial services required by the franchise or license agreement are performed, which is generally upon opening of a store. Continuing fees are recognized as earned, with an appropriate provision for estimated uncollectible amounts charged to general and administrative expense. Franchising recognizes renewal fees in income when a renewal agreement becomes effective.

As of December 28, 2014, there were 72 franchised stores, including seven stores owned by affiliate Restaurants, under agreements with Franchising. During the fifty-two weeks ended December 27, 2015, eight new franchises were added (including three owned by Restaurants), five franchisee agreements were terminated, and there were 75 franchised stores as of December 27, 2015, including eleven stores owned by Restaurants.

Revenue Recognition

Franchising accounts for initial franchisee fees in accordance with authoritative guidance. The Company grants individual restaurant franchises to operators in exchange for initial franchise license fees and continuing royalty payments. Franchise fees are deferred when received and recognized as revenue when the Company has performed substantially all of its obligations under the franchise agreement.

SALSARITA'S FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 27, 2015
AND DECEMBER 28, 2014

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Revenue Recognition - continued

Once operational, franchisees are required to pay to Franchising a continuing royalty fee (generally equal to 4 or 5 percent of gross retail sales, as defined under the agreements), arising from the franchisees' business

Cash and Cash Equivalents

Franchising considers all highly liquid investments with initial maturities of three months or less to be cash equivalents for purposes of the statements of cash flows

Royalties Receivable

Franchising extends unsecured credit to its franchisees in the ordinary course of business but mitigates the associated credit risk by performing credit checks and actively pursuing past due accounts. Management believes all royalties receivable are fully collectible and therefore, no allowance for doubtful accounts has been established as of December 27, 2015 and December 28, 2014.

Equipment and Leasehold Improvements

Equipment and leasehold improvements are stated at cost less accumulated depreciation. Depreciation is provided over the various useful lives of the assets under the straight-line method. For income tax purposes, statutory accelerated methods are utilized.

Income Taxes

Salsarita's Franchising, LLC has been a limited liability company since inception. The affiliated entities file their federal tax returns as a combined group. Under the LLC structure, members of the entities include their share of Franchising's taxable income in their personal income tax returns.

Franchising recognizes and measures its unrecognized tax benefits in accordance with authoritative guidance. The standard requires the recognition and measurement of uncertain tax positions taken or expected to be taken by the Company in income tax issues. Management of Franchising has evaluated their uncertain tax positions and does not believe that any meet the requirements for reporting under the standard.

SALSARITA'S FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 27, 2015
AND DECEMBER 28, 2014

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Goodwill

In accordance with authoritative guidance, goodwill is reflected in the accompanying balance sheets at its gross original carrying value, net of recognized impairment losses. The Company evaluates the recoverability of goodwill by estimating the future cash flows of the business reporting segment to which the intangible relates. This evaluation is made whenever events or changes in circumstances indicate the carrying amount may not be recoverable. After this analysis, management of the Company has determined that no impairment losses exist as of December 27, 2015 and December 28, 2014 with regard to reported goodwill carrying amounts.

Marketing and Advertising Costs

Advertising and promotional costs are expensed as incurred.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Restricted Cash

The Company maintains a restricted cash account under its franchisee gift card program that is limited to use for the loyalty program.

Reclassification of Prior-year Financial Statements

Certain accounts in the December 28, 2014 financial statements have been reclassified for comparative purposes to conform to the presentation in the current-year. Catering fees have been reclassified to royalties and franchise fees from other income, as previously reported. The reclassifications have no effect on net income or member's equity.

SALSARITA'S FRANCHISING, LLC

NOTES TO FINANCIAL STATEMENTS

**FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 27, 2015
AND DECEMBER 28, 2014**

NOTE 2 - RISKS AND UNCERTAINTIES

During the normal course of business, Franchising extends credit, without collateral to franchisees. Although management of the Company does establish satisfactory allowances for uncollectible accounts based upon prior loss experiences with their customers, it is reasonably possible that actual future realization of receivables could differ from amounts recorded in financial statements.

Additionally, the Company is subject to other usual business matters that can impact a closely-held business such as Salsarita's Franchising, LLC. Changes in areas such as government and securities regulations, economic forces, interest rates, employee insurance issues, wage and hour regulations, and such other matters can affect businesses in the current economy.

Cash and cash equivalents are maintained at financial institutions and, at times, balances may exceed Federally-insured limits. The Company has never experienced any losses related to these balances.

NOTE 3 - EQUIPMENT AND LEASEHOLD IMPROVEMENTS

Equipment and leasehold improvements consist of the following as of December 27, 2015 and December 28, 2014:

	<u>Estimated Useful Life</u>	<u>December 27, 2015</u>	<u>December 28, 2014</u>
Leasehold improvements	6-15 years	\$ 20,919	20,919
Store and office equipment	3-5 years	58,341	58,339
Furniture and fixtures	5 years	57,112	57,112
Computer/telephone equipment	3 years	66,515	62,436
Software	3 years	56,229	56,229
Design and Construction	N/A	68,819	66,819
		<u>327,935</u>	<u>321,854</u>
Accumulated depreciation and amortization		<u>(195,367)</u>	<u>(151,087)</u>
Total		\$ <u>132,568</u>	<u>170,767</u>

Depreciation and amortization expense amounted to \$44,280 and \$52,416, during the fifty-two weeks ended December 27, 2015 and December 28, 2014, respectively.

SALSARITA'S FRANCHISING, LLC

NOTES TO FINANCIAL STATEMENTS

**FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 27, 2015
AND DECEMBER 28, 2014**

NOTE 4 - MARKETING FUNDS

All franchisees are required to contribute to certain Franchising national, state, local and Charlotte-area marketing funds. Such funds are used to advertise and promote the brand and its image. Marketing fund revenues are based on the franchisees' monthly gross revenue, defined as all receipts by the franchise for the sale of any product or service excluding sales tax.

During the fifty-two weeks ended December 27, 2015, Franchising received \$482,808 in marketing contributions from franchisees, additionally, \$119,388 in vendor rebates and creative fund income were credited to the marketing program. Expenses charged against the national program, including marketing, creative, production, agency, and overhead costs aggregated \$507,159, resulting in a net national marketing receivable of \$165,646 (included in other receivables) as of December 27, 2015.

The liabilities for state and local marketing funds aggregated \$79,375 as of December 27, 2015.

During the fifty-two weeks ended December 28, 2014, Franchising received \$451,615 in marketing contributions from franchisees, additionally, \$190,101 in vendor rebates and creative fund incomes were credited to the marketing program. Expenses charged against the national program, including marketing, creative, production, agency, and overhead costs aggregated \$870,008, resulting in a net national marketing receivable of \$260,683 (included in other receivables) as of December 28, 2014.

The liabilities for state and local marketing funds aggregated \$49,589 as of December 28, 2014.

NOTE 5 - LEASE AGREEMENTS

The Company moved to a new corporate office on September 27, 2013. The new lease agreement provides no rent for the first six months of the operating lease for the new location. The first rent payment was due on April 1, 2014 for \$7,909 through September 2014, \$8,146 per month through September 30, 2015, \$8,390 per month through September 30, 2016, \$8,642 per month through September 30, 2017, \$8,901 per month through September 30, 2018, \$9,168 per month through September 30, 2019, and \$9,443 per month through December 31, 2019. Lease expense under the agreement is recognized on a straight-line basis over the life of the lease.

SALSARITA'S FRANCHISING, LLC

NOTES TO FINANCIAL STATEMENTS

**FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 27, 2015
AND DECEMBER 28, 2014**

NOTE 5 - LEASE AGREEMENTS - CONTINUED

Minimum future rental payments required under the lease obligations are as follows for the years ending December 31

2016	\$ 101,440
2017	104,483
2018	107,617
2019	<u>110,846</u>
	<u>\$ 424,386</u>

Rent expense amounted to \$111,214 and \$90,721 during the fifty-two weeks ended December 27, 2015 and December 28, 2014, respectively

NOTE 6 - RELATED PARTY TRANSACTIONS

In December 2012, Mississippi Franchise Development, LLC (MFD), entered into area development and franchise agreements with Salsarita's Franchising, LLC. Generally, the agreements provide for the development of ten restaurants in Mississippi. In connection with the agreements, MFD paid Franchising \$100,000 for the development rights, consisting of \$10,000 per location to be applied toward the initial franchise fee of each, plus an additional \$20,000, representing the balance of the first two initial franchise fees. During 2014, MFD paid Franchising an additional \$60,000 in franchise fees for three new store locations. As of December 27, 2015, \$90,000 of a total of \$180,000 paid in was included in deferred franchise fees (as of December 28, 2014, \$150,000 of \$180,000 received under the arrangements was included in deferred franchise fees). The first restaurant owned by MFD opened in October 2014 and two additional stores opened during the year ending December 27, 2015.

MFD is owned by certain individuals and entities (one of which is Mississippi Restaurant Group, LLC), who are also members of Salsarita's Holdings, LLC.

As discussed previously, the Company is wholly-owned by Salsarita's Holdings, LLC. Mississippi Restaurant Group, LLC ("MRG"), one of the members of Holdings, serves as the Manager of Holdings which, in turn, serves as manager of Restaurants. Under the management agreement, MRG is entitled to compensation equal to three percent of the gross revenue of Restaurants, and additional bonus compensation of 0.6 percent of gross revenue. Franchising and MRG mutually agreed that 70,000 and \$23,642 would be paid during the fifty-two weeks ended December 27, 2015 and December 28, 2014, respectively.

SALSARITA'S FRANCHISING, LLC

NOTES TO FINANCIAL STATEMENTS

**FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 27, 2015
AND DECEMBER 28, 2014**

NOTE 6 - RELATED PARTY TRANSACTIONS - CONTINUED

Salsarita's Holdings, LLC, the parent of Salsarita's Franchising, LLC, has a non-financial and non-governance interest in MFD, which provides for Holdings to receive certain allocations of profits and distributions after the financial interest holders of MFD have recovered their aggregate capital contributions to the Company. No earnings were either received or earned by Holdings during the fifty-two weeks ended December 27, 2015 or December 28, 2014. Holding's interest in MFD is accounted for under the equity method.

Restaurants paid Franchising royalties amounting to \$393,963 and \$352,750 during the fifty-two weeks ended December 27, 2015 and December 28, 2014, respectively.

Franchising was owed \$259,714 and \$259,714 from Holdings, and \$2,843,473 and \$1,761,028 from Restaurants, for unsecured, non-interest bearing advances, as of December 27, 2015 and December 28, 2014, respectively. These sums reflect intercompany accounting practices used to accurately allocate expenses between entities and are made at the election of the Company management. Management of the Company has considered various factors in evaluating credit quality of advances to related parties, including their assessment of the counterparties' ability to repay their obligations. Franchising believes that all such advances will be fully recovered, therefore, an allowance for uncollectible amounts has not been recorded.

Holdings, Franchising and Restaurants are obligated under terms of two one-year revolving lines of credit dated December 9, 2015, amounting to \$1,000,000 and \$500,000. Collateral on the notes consist of substantially all of the Companies' tangible and intangible assets. Fifty percent of the loans are guaranteed by certain members of the Companies. The notes bear interest at the rate of LIBOR daily floating rate plus 2.0 percentage points (2.41 percent at December 27, 2015). Outstanding advances on the notes totaled \$271,690 at December 27, 2015 (\$150,000 in other short-term debt was outstanding at December 28, 2014). The funds were utilized in operations of Salsarita's Restaurants, LLC, where the obligations are recorded.

Holdings, Franchising and Restaurants are obligated under a note payable in monthly installments of \$22,333 beginning January 9, 2016 plus interest at the LIBOR daily floating rate plus 2 percentage points (2.41% at December 27, 2015), collateralized by substantially all assets of the Companies. Fifty percent of the note is guaranteed by certain members of the LLC. The note is subject to certain restrictive financial and operational covenants. The obligation is recorded in the financial statements of Restaurants.

SALSARITA'S FRANCHISING, LLC

NOTES TO FINANCIAL STATEMENTS

**FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 27, 2015
AND DECEMBER 28, 2014**

NOTE 7 - PROFIT SHARING PLAN

The Company has a 401(k) retirement plan for their full-time employees. The Company made contributions to the plan of \$23,857 and \$28,898 for the fifty-two weeks ended December 27, 2015 and December 28, 2014, respectively.

NOTE 8 - SUBSEQUENT EVENTS

The Company had no subsequent events of a material nature requiring adjustment to or disclosure in the financial statements through March 30, 2016, the date the financial statements were approved by the Company's management and thereby available to be issued.

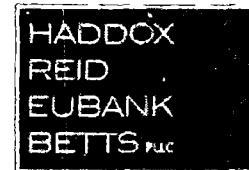
SALSARITA'S FRANCHISING, LLC

**FINANCIAL STATEMENTS
AND INDEPENDENT AUDITOR'S REPORT**

**FIFTY-TWO WEEKS ENDED DECEMBER 28, 2014
AND DECEMBER 29, 2013**

CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
INDEPENDENT AUDITOR'S REPORT	1
FINANCIAL STATEMENTS	
Balance Sheets	3
Statements of Income	4
Statements of Changes in Member's Equity	5
Statements of Cash Flows	6
Notes to Financial Statements	7



CPAs & Advisors

INDEPENDENT AUDITOR'S REPORT

To the Member
Salsarita's Franchising, LLC
Charlotte, North Carolina

We have audited the accompanying financial statements of Salsarita's Franchising, LLC (a Limited Liability Company), which comprise the balance sheets as of December 28, 2014 and December 29, 2013, and the related statements of income, changes in member's equity, and cash flows for the fifty-two weeks ended December 28, 2014 and December 29, 2013, and the related notes to the financial statements

Management's Responsibility for the Financial Statements

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

Auditor's 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 auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An

Auditor's Responsibility - continued

audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Salsarita's Franchising, LLC as of December 28, 2014 and December 29, 2013, and the results of its operations and its cash flows for the fifty-two weeks ended December 28, 2014 and December 29, 2013 in accordance with accounting principles generally accepted in the United States of America.

Howard Paul Eubank Belts PCC

Jackson, Mississippi
April 20, 2015

SALSARITA'S FRANCHISING, LLC

BALANCE SHEETS
DECEMBER 28, 2014 AND DECEMBER 29, 2013

	<u>ASSETS</u>	
	<u>2014</u>	<u>2013</u>
CURRENT ASSETS		
Cash	\$ 116,659	595,675
Cash, restricted	95,020	173,475
Royalties receivable	194,034	383,747
Other receivables	260,683	32,392
Due from related parties	1,342,467	935,179
Prepaid expenses	34,102	29,836
Total current assets	<u>2,042,965</u>	<u>2,150,304</u>
EQUIPMENT AND LEASEHOLD IMPROVEMENTS, net of accumulated depreciation	<u>170,767</u>	<u>199,933</u>
OTHER ASSETS		
Goodwill	4,225,000	4,225,000
Due from related parties	678,275	-
Deposits	7,909	11,039
Total other assets	<u>4,911,184</u>	<u>4,236,039</u>
Total assets	\$ <u>7,124,916</u>	<u>6,586,276</u>
<u>LIABILITIES AND MEMBER'S EQUITY</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 264,346	264,762
Marketing liabilities	49,589	139,578
Accrued expenses	131,127	357,137
Deferred franchise fees	240,000	110,000
Total current liabilities	<u>685,062</u>	<u>871,477</u>
LONG-TERM LIABILITIES		
Deferred franchise fees	<u>300,000</u>	<u>220,000</u>
MEMBER'S EQUITY	<u>6,139,854</u>	<u>5,494,799</u>
Total liabilities and member's equity	\$ <u>7,124,916</u>	<u>6,586,276</u>

The accompanying notes are an integral part of these financial statements

SALSARITA'S FRANCHISING, LLC

**STATEMENTS OF INCOME
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 28, 2014
AND DECEMBER 29, 2013**

	<u>2014</u>	<u>2013</u>
ROYALTIES AND FRANCHISE FEES EARNED	\$ <u>2,821,449</u>	<u>2,807,131</u>
OPERATING EXPENSES		
Compensation and benefits	1,380,142	1,573,747
Other operating expenses	<u>914,259</u>	<u>901,001</u>
Total operating expenses	<u>2,294,401</u>	<u>2,474,748</u>
NET OPERATING INCOME	<u>527,048</u>	<u>332,383</u>
OTHER INCOME (EXPENSE)		
Depreciation and amortization	(52,416)	(58,584)
Interest expense	(37)	-
Abandonment of leasehold improvements	-	(180,977)
Bad debts	(4,966)	-
Catering fees	122,342	-
Other income	<u>53,084</u>	<u>1,100</u>
Total other income (expense)	<u>118,007</u>	<u>(238,461)</u>
NET INCOME	\$ <u><u>645,055</u></u>	<u><u>93,922</u></u>

The accompanying notes are an integral part of these financial statements

SALSARITA'S FRANCHISING, LLC

**STATEMENTS OF CHANGES IN MEMBER'S EQUITY
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 28, 2014
AND DECEMBER 29, 2013**

BALANCE, JANUARY 1, 2013	\$ 5,400,877
NET INCOME FOR 2013	<u>93,922</u>
BALANCE, DECEMBER 29, 2013	5,494,799
NET INCOME FOR 2014	<u>645,055</u>
BALANCE, DECEMBER 28, 2014	\$ <u><u>6,139,854</u></u>

The accompanying notes are an integral part of these financial statements

SALSARITA'S FRANCHISING, LLC

**STATEMENTS OF CASH FLOWS
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 28, 2014
AND DECEMBER 29, 2013**

	<u>2014</u>	<u>2013</u>
CASH FLOWS PROVIDED BY (USED IN) OPERATING ACTIVITIES		
Net income	\$ 645,055	94,032
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	52,416	58,584
Abandonment of leasehold improvements	-	180,977
Bad debt allowance	4,966	-
Changes in assets and liabilities during the year		
Royalties receivable	184,747	26,820
Other receivables	(228,291)	(32,392)
Prepaid expenses	(4,266)	(21,243)
Due from related parties	(1,085,563)	(478,557)
Deposits	3,130	(7,908)
Accounts payable	(143,342)	202,339
Marketing liabilities	(89,989)	(427,798)
Accrued expenses	(83,084)	99,497
Deferred franchise fees	210,000	175,000
Net cash used in operating activities	<u>(534,221)</u>	<u>(130,649)</u>
CASH FLOWS USED IN INVESTING ACTIVITIES		
Purchase of equipment and leasehold improvements	<u>(23,250)</u>	<u>(92,811)</u>
Net cash used in investing activities	<u>(23,250)</u>	<u>(92,811)</u>
NET DECREASE IN CASH AND CASH EQUIVALENTS	(557,471)	(223,460)
CASH AND CASH EQUIVALENTS, beginning of period	<u>769,150</u>	<u>992,610</u>
CASH AND CASH EQUIVALENTS, end of period	\$ <u>211,679</u>	<u>769,150</u>
CASH AND CASH EQUIVALENTS IS COMPRISED OF		
Cash, unrestricted	\$ 116,659	595,675
Cash, restricted	<u>95,020</u>	<u>173,475</u>
	\$ <u>211,679</u>	<u>769,150</u>

The accompanying notes are an integral part of these financial statements

SALSARITA'S FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 28, 2014
AND DECEMBER 29, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies is presented to assist in understanding the financial statements. The financial statements and notes are representations of the management of Salsarita's Franchising, LLC (the Company), who is responsible for their integrity and objectivity. These accounting policies, including application of the accrual basis, conform to accounting principles generally accepted in the United States of America in place as of December 28, 2014 and December 29, 2013.

Organizational Structure and Basis of Presentation

On April 19, 2011, three separate limited liability companies (MRG 1, LLC, MRG 2, LLC, and MRG 3, LLC) were formed and organized under the Mississippi Limited Liability Company Act, to be operated perpetually unless certain events of dissolution occur.

Initially, all capital of MRG 1, LLC was contributed by Mississippi Restaurant Group, LLC. Subsequently, additional capital contributions were contributed by other investors. MRG 2, LLC and MRG 3, LLC were formed as wholly-owned subsidiaries of MRG 1, LLC.

Subsequently, on June 1, 2011, the name of MRG 1, LLC was changed to Salsarita's Holdings, LLC ("Holdings"). Effective June 16, 2011, MRG 2, LLC was re-named Salsarita's Franchising, LLC ("Franchising" or "the Company"), and MRG 3, LLC was re-named Salsarita's Restaurants, LLC ("Restaurants").

The financial statements included herein represent only those for Franchising. Certain transactions have occurred between Salsarita's Holdings, LLC, Salsarita's Restaurants, LLC, and other affiliated entities.

Fiscal Year End

The Company's year-end is the last Sunday that is closest to December 31. For fiscal year 2014, the year-end is December 28, 2014, and covers the fifty-two weeks then ended. The 2013 year-end is December 29, 2013, and covers the fifty-two weeks then ended.

Nature of Business

Salsarita's Franchising, LLC serves as franchisor of Salsarita's Mexican Cantina restaurant operations in the United States. The home office for the Company is in Charlotte, North Carolina.

SALSARITA'S FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 28, 2014
AND DECEMBER 29, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Franchising Activities

Salsarita's Franchising, LLC executes franchise or license agreements that set the terms of its arrangement with each franchisee. The franchise agreements require the franchisee to pay an initial, non-refundable fee and continuing fees based upon a percentage of sales. Subject to the Company's approval and payment of a renewal fee, a franchisee may generally renew its agreement upon its expiration. Direct costs of sales and servicing of franchise and license agreements are charged to general and administrative expenses as incurred.

When an individual franchise is sold, Franchising agrees to provide certain services to the franchisee, including site selection, training, systems implementation, and design of a quality control program. Franchising recognizes initial fees as revenue when substantially all initial services required by the franchise or license agreement are performed, which is generally upon opening of a store. Continuing fees are recognized as earned, with an appropriate provision for estimated uncollectible amounts charged to general and administrative expense. Franchising recognizes renewal fees in income when a renewal agreement becomes effective.

As of December 29, 2013, there were 77 franchised stores, including seven stores owned by affiliate Restaurants, under agreement with Franchising. During the fifty-two weeks ended December 28, 2014, six new franchises were added (including one owned by Restaurants), and eleven franchisee agreements were terminated. There were 72 franchised stores at the end of the period, including eight stores owned by Restaurants.

Revenue Recognition

Franchising accounts for initial franchisee fees in accordance with authoritative guidance. The Company grants individual restaurant franchises to operators in exchange for initial franchise license fees and continuing royalty payments. Franchise fees are deferred when received and recognized as revenue when the Company has performed substantially all of its obligations under the franchise agreement.

Once operational, franchisees are required to pay to Franchising a continuing royalty fee (generally equal to 5 percent of the gross retail sales, as defined under the agreements), arising from the franchisees' business. During 2014, new franchisee stores royalty requirements are three percent the first year, four percent the second year, and five percent starting the third year.

SALSARITA'S FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 28, 2014
AND DECEMBER 29, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Cash and Cash Equivalents

Franchising considers all highly liquid investments with initial maturities of three months or less to be cash equivalents for purposes of the statements of cash flows

Royalties Receivable

Franchising extends unsecured credit to its franchisees in the ordinary course of business but mitigates the associated credit risk by performing credit checks and actively pursuing past due accounts. Management believes all royalties receivable are fully collectible and therefore, no allowance for doubtful accounts has been established as of December 28, 2014 and December 29, 2013.

Equipment and Leasehold Improvements

Equipment and leasehold improvements are stated at cost less accumulated depreciation. Depreciation is provided over the various useful lives of the assets under the straight-line method. For income tax purposes, statutory accelerated methods are utilized.

Income Taxes

Salsarita's Franchising, LLC has been a limited liability company since inception. The affiliated entities file their federal tax returns as a combined group. Under the LLC structure, members of the entities include their share of Franchising's taxable income in their personal income tax returns.

Franchising recognizes and measures its unrecognized tax benefits in accordance with authoritative guidance. The standard requires the recognition and measurement of uncertain tax positions taken or expected to be taken by the Company in income tax issues. Management of Franchising has evaluated their uncertain tax positions and does not believe that any meet the requirements for reporting under the standard. All of the Company's previous income tax filings are open for potential examination by taxing authorities.

Goodwill

In accordance with authoritative guidance, goodwill is reflected in the accompanying balance sheets at its gross original carrying value, net of recognized impairment losses. The Company evaluates the recoverability of goodwill by estimating the future cash flows of the business reporting segment to which the intangible relates. This evaluation is made whenever

SALSAPITA'S FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 28, 2014
AND DECEMBER 29, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Goodwill - continued

events or changes in circumstances indicate the carrying amount may not be recoverable. After this analysis, management of the Company has determined that no impairment losses exist as of December 28, 2014 and December 29, 2013 with regard to reported goodwill carrying amounts.

Marketing and Advertising Costs

Advertising and promotional costs are expensed as incurred.

Fair Value of Financial Instruments

The Company defines the fair value of a financial instrument as the amount at which the instrument could be exchanged in a current transaction between willing parties. Financial instruments included in the Company's financial statements include cash and cash equivalents and trade accounts receivable. Unless otherwise disclosed in the notes to the financial statements, the carrying value of financial instruments is considered to approximate fair value due to the short maturity and characteristics of those instruments.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Restricted Cash

The Company maintains a restricted cash account under its franchisee gift card program that is limited to use for the loyalty program.

Reclassification of Prior-year Financial Statements

Certain accounts in the December 29, 2013 financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year. The reclassifications have no effect on net income or member's equity.

SALSARITA'S FRANCHISING, LLC

**NOTES TO FINANCIAL STATEMENTS
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 28, 2014
AND DECEMBER 29, 2013**

NOTE 2 - RISKS AND UNCERTAINTIES

During the normal course of business, Franchising extends credit, without collateral to franchisees. Although management of the Company does establish satisfactory allowances for uncollectible accounts based upon prior loss experiences with their customers, it is reasonably possible that actual future realization of receivables could differ from amounts recorded in financial statements.

Additionally, the Company is subject to other usual business matters that can impact a closely-held business such as Salsarita's Franchising, LLC. Changes in areas such as government and securities regulations, economic forces, interest rates, employee insurance issues, wage and hour regulations, and such other matters can affect businesses in the current economy.

Cash and cash equivalents are maintained at financial institutions and, at times, balances may exceed Federally-insured limits. The Company has never experienced any losses related to these balances.

NOTE 3 - EQUIPMENT AND LEASEHOLD IMPROVEMENTS

Equipment and leasehold improvements consist of the following as of December 28, 2014 and December 29, 2013:

	<u>Estimated Useful Life</u>	<u>December 28, 2014</u>	<u>December 29, 2013</u>
Leasehold improvements	6-15 years	\$ 20,919	18,244
Store and office equipment	3-5 years	58,339	58,339
Furniture and fixtures	5 years	57,112	57,112
Computer/telephone equipment	3 years	62,435	46,880
Software	3 years	56,230	56,230
Design and Construction	N/A	66,819	61,799
		321,854	298,604
Accumulated depreciation and amortization		(151,087)	(98,671)
Total		\$ 170,767	199,933

Depreciation and amortization expense amounted to \$52,416 and \$58,584, during the fifty-two weeks ended December 28, 2014 and December 29, 2013, respectively.

SALSARITA'S FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 28, 2014
AND DECEMBER 29, 2013

NOTE 4 - SHORT-TERM NOTES PAYABLE

Salsarita's Holdings, LLC is obligated under terms of a one year revolving line of credit dated July 21, 2014, amounting to \$250,000. Collateral on the debt consists of substantially all of Holding's, Franchising's and Restaurant's tangible and intangible assets. The note bears interest at the rate of floating prime plus 1.05% (4.2 percent at December 28, 2014). The outstanding advances on the note were \$150,000 at December 28, 2014 (none at December 29, 2013). The funds were utilized in operations of Restaurants, where the obligation is recorded.

NOTE 5 - MARKETING FUNDS

All franchisees are required to contribute to certain Franchising national, state, local and Charlotte-area marketing funds. Such funds are used to advertise and promote the brand and its image. Marketing fund revenues are based on the franchisees' monthly gross revenue, defined as all receipts by the franchise for the sale of any product or service excluding sales tax.

During the fifty-two weeks ended December 28, 2014, Franchising received \$451,615 in marketing contributions from franchisees, additionally, \$190,102 in vendor rebates and creative fund income were credited to the marketing program. Expenses charged against the national program, including marketing, creative, production, agency, and overhead costs aggregated \$870,008, resulting in a net national marketing receivable of \$260,683 (included in other receivables) as of December 28, 2014.

Additional state and local marketing funds aggregated \$49,589 as of December 28, 2014.

During the fifty-two weeks ended December 29, 2013, Franchising received \$445,972 in marketing contributions from franchisees, additionally, \$226,392 in vendor rebates were credited to the marketing program. Expenses charged against the national program, including marketing, creative, production, agency, and overhead costs aggregated \$858,052, resulting in a net national marketing receivable of \$32,392 (included in other receivables) as of December 29, 2013, after a national marketing liability amounting to \$337,102 at December 30, 2012.

Additional state and local marketing funds aggregated \$139,578 as of December 29, 2013.

NOTE 6 - LEASE AGREEMENTS

The Company moved to a new corporate office on September 27, 2013. The new lease agreement provides no rent for the first six months of the operating lease for the new location.

SALSARITA'S FRANCHISING, LLC

**NOTES TO FINANCIAL STATEMENTS
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 28, 2014
AND DECEMBER 29, 2013**

NOTE 6 - LEASE AGREEMENTS - CONTINUED

The first rent payment was due on April 1, 2014 for \$7,909 through September 2014, \$8,146 per month through September 30, 2015, \$8,390 per month through September 30, 2016, \$8,642 per month through September 30, 2017, \$8,901 per month through September 30, 2018, \$9,168 per month through September 30, 2019, and \$9,443 per month through December 31, 2019. Lease expense under the agreement is recognized on a straight-line basis over the life of the lease.

Minimum future rental payments required under the lease obligations are as follows for the years ending December 31:

2015	\$ 98,485
2016	101,440
2017	104,483
2018	107,618
2019	<u>110,846</u>
	<u>\$ 522,872</u>

Rent expense amounted to \$90,721 and \$127,305 during the fifty-two weeks ended December 28, 2014 and December 29, 2013, respectively.

NOTE 7 - RELATED PARTY TRANSACTIONS

In December 2012, Mississippi Franchise Development, LLC (MFD), a newly formed entity, entered into area development and franchise agreements with Salsarita's Franchising, LLC. Generally, the agreements provide for the development of ten restaurants in Mississippi. In connection with the agreements, MFD paid Franchising \$100,000 for the development rights, consisting of \$10,000 per location to be applied toward the initial franchise fee of each, plus an additional \$20,000, representing the balance of the first two initial franchise fees. During 2014, MFD paid Franchising an additional \$60,000 in franchise fees. As of December 28, 2014, \$150,000 of a total of \$180,000 paid in was included in deferred franchise fees (as of December 29, 2013, all \$120,000 received under the arrangements was included in deferred franchise fees). The first restaurant owned by MFD opened in October, 2014.

MFD is owned by certain individuals and entities (one of which is Mississippi Restaurant Group, LLC), who are also members of Salsarita's Holdings, LLC.

SALSARITA'S FRANCHISING, LLC

**NOTES TO FINANCIAL STATEMENTS
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 28, 2014
AND DECEMBER 29, 2013**

NOTE 7 - RELATED PARTY TRANSACTIONS - CONTINUED

As discussed previously, the Company is wholly-owned by Salsarita's Holdings, LLC Mississippi Restaurant Group, LLC ("MRG"), one of the members of Holdings, serves as the Manager of Holdings which, in turn, serves as manager of Restaurants. Under the management agreement, MRG is entitled to compensation equal to three percent of the gross revenue of Restaurants, and additional bonus compensation of 0.6 percent of gross revenue, if approved annual budgeted earnings forecasts are reached. Franchising paid MRG \$23,643 and \$81,090 during the fifty-two weeks ended December 28, 2014 and December 29, 2013, respectively.

Furthermore, Salsarita's Holdings, LLC, the parent of Salsarita's Franchising, LLC, has a non-financial and non-governance interest in MFD, which provides for Holdings to receive certain allocations of profits and distributions after the financial interest holders of MFD have recovered their aggregate capital contributions to the Company. No earnings were either received or earned by Holdings during the fifty-two weeks ended December 28, 2014 or December 29, 2013. Holding's interest in MFD is accounted for under the equity method.

Salsarita's Restaurants, LLC paid Franchising royalties amounting to \$352,750 and \$269,937 during the fifty-two weeks ended December 28, 2014 and December 29, 2013, respectively.

Franchising was owed \$259,714 and \$256,903 from Holdings, and \$1,761,028 and \$678,275 from Restaurants, for unsecured, non-interest bearing advances, as of December 28, 2014 and December 29, 2013, respectively. These sums reflect intercompany accounting practices used to accurately allocate expenses between entities and are made at the election of the Company management. Management of the Company has considered various factors in evaluating credit quality of advances to related parties, including their assessment of the counterparties' ability to repay their obligations. Franchising believes that all such advances will be fully recovered, therefore, an allowance for uncollectible amounts has not been recorded.

Certain assets of Franchising collateralize a note payable by Restaurants to a financial institution. The balance of the note is \$1,562,578 at December 28, 2014, and is payable in monthly installments of \$41,339, including interest at 3.85 percent.

NOTE 8 - PROFIT SHARING PLAN

The Company has in effect a 401(k) retirement plan for their full-time employees. The Company made contributions to the plan of \$34,607 and \$37,563 for the fifty-two weeks ended December 28, 2014 and December 29, 2013, respectively.

SALSARITA'S FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 28, 2014
AND DECEMBER 29, 2013

NOTE 9 - SUBSEQUENT EVENTS

The Company had no subsequent events of a material nature requiring adjustment to or disclosure in the financial statements through April 20, 2015, the date the financial statements were approved by the Company's management and thereby available to be issued

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. INVESTORS IN, OR SELLERS OF, FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

SALSARITA'S FRANCHISING, LLC d/b/a SALSARITA'S FRESH CANTINA
BALANCE SHEET
March 27 2016

ASSETS

CURRENT ASSETS	
Cash and Cash Equivalents	104 624 63
Accounts Receivable and Other Receivables	3 684 316 69
Prepayments	51 935 42
TOTAL CURRENT ASSETS	3 840 876 74
PROPERTY PLANT AND EQUIPMENT	132 556 52
OTHER ASSETS	
Deposits	7 908 75
Goodwill	4 225 000 00
TOTAL OTHER ASSETS	4 232 908 75
TOTAL ASSETS	<u><u>\$8 206 342 01</u></u>

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES	
Accounts Payable	97 830 81
Other Payables	274 091 69
Accrued Advertising Fund	108 338 62
Deferred Franchise Agreement	530 000 00
TOTAL CURRENT LIABILITIES	1 010 261 12
MEMBERS EQUITY	
Member's Capital	7 007 202 05
Net Income (Loss)	188 878 84
TOTAL MEMBERS EQUITY	7 196 080 89
TOTAL LIABILITIES AND MEMBERS' EQUITY	<u><u>\$8 206 342 01</u></u>

SALSARITA S FRANCHISING, LLC d/b/a SALSARITA'S FRESH CANTINA
CONSOLIDATED INCOME STATEMENT

	Year to Date 03/27/2016 Actual	Year to Date 03/27/2016 %
REVENUE		
Royalty Income	796 270 99	101 34 %
Other Revenue	(10 562 54)	(1 34) %
NET REVENUE	\$785 708 45	100 00 %
COST OF LABOR		
Direct Labor	321 845 61	40 96 %
Indirect Labor Taxes and Benefits	43 573 12	5 55 %
TOTAL COST OF LABOR	365 418 73	46 51 %
TOTAL COGS AND LABOR	365 418 73	46 51 %
GROSS PROFIT	420 289 72	53 49 %
OPERATING EXPENSES		
Catering Expenses	(26 501 80)	(3 37) %
Repairs and Maintenance	475 00	0 06 %
Supplies	9 748 32	1 24 %
Technology Expenses	16 323 18	2 08 %
Other Operating Expenses	7 232 83	0 92 %
General and Administrative Expenses	151 971 98	19 34 %
Advertising Expense	9 965 89	1 27 %
TOTAL OPERATING EXPENSES	169 215 40	21 54 %
OPERATING PROFIT/(LOSS) BEFORE RENT	251 074 32	31 96 %
Occupancy Cost		
Rent Store	25 171 17	3 20 %
Rent Storage	135 00	0 02 %
Total Occupancy Cost	25 306 17	3 22 %
OPERATING PROFIT/(LOSS)	225 768 15	28 73 %
Multi-Unit Supervision	0 00	0 00 %
OTHER INCOME AND (EXPENSE)		
Other Income	5 742 50	0 73 %
Management Fee	(32 665 31)	(4 16) %
Insurance-Officer's Life	(1 838 76)	(0 23) %
TOTAL OTHER INCOME AND (EXPENSE)	(28 761 57)	(3 66) %
EBITDA	197 006 58	25 07 %
Interest Expense	(331 00)	(0 04) %
Depreciation Expense	(9 795 64)	(1 25) %
NET INCOME (LOSS)	\$186 879 94	23 78 %

SALSARITA S FRANCHISING, LLC d/b/a SALSARITA'S FRESH CANTINA
STATEMENT OF CASH FLOWS
INDIRECT METHOD
Year to Date 03/27/2016

	Actual
CASH FLOWS FROM OPERATING ACTIVITIES	
Net Income (Loss)	\$188 878 84
Non Cash Adjustments Relating to Cash Flows from Operating Activities	
Depreciation and Amortization	9 795 64
Changes in Operating Assets and Liabilities	
(Increase) Decrease in Accounts Receivable	(115 502 11)
(Increase) Decrease in Other Receivables	345 88
(Increase) Decrease in Related Party Receivables	10 480 59
(Increase) Decrease in Prepayments	(18 700 23)
(Increase) Decrease in Other Assets	(900 00)
Increase (Decrease) in Accounts Payable	(36 627 71)
Increase (Decrease) in Other Payables	13 962 45
Increase (Decrease) in Accrued Payroll Tax Payable	(2 462 45)
Increase (Decrease) in Accrued Payroll	(42 049 69)
Increase (Decrease) in Accrued Worker's Compensation	640 83
Increase (Decrease) in Other Liabilities	146 18
Net Cash Flows from (Used in) Operating Activities	8 008 22
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of Computers and Phones	(7 666 51)
Purchase of Furniture and Fixtures	(1 217 29)
Net Cash Flows from (Used in) Investing Activities	(8 883 80)
CASH FLOWS FROM FINANCING ACTIVITIES	
Net Cash Flows from (Used in) Financing Activities	0 00
INCR (DECR) IN CASH EQUIVALENTS	\$(875 58)
Cash Balance at Beginning of Period	\$105 500 21
Net Increase (Decrease)	(875 58)
Cash Balance at End of Period	\$104 624 63

EXHIBIT J

LIST OF FRANCHISEES AND FORMER FRANCHISEES

**EXHIBIT J TO
FRANCHISE DISCLOSURE DOCUMENT**

Part A. List of Franchisees as of December 31, 2015

ALABAMA			
Compass Group NA* Auburn University Dining Services 1310 Wilmore Drive Auburn University AL 36849 Attn. Mike Howard (334) 244 3545		Laxmi Ventures of Huntsville 3002 South Memorial Pkwy Suite A Huntsville AL 35801 Attn: HP Patel (865) 684 9879	Stacy, LLC 8015 Vaughn Road Montgomery AL 36117 Attn: Ken Desai (504) 400 2885
ARKANSAS			
Compass Group NA* Wal Mart Corporate Headquarters 702 SW 8 th Street Bentonville, AR 72712 Attn. Shawn Keller (479) 715-1423			
GEORGIA			
SND Salsarita, LLC 5215 Windward Parkway Suite A Alpharetta GA 30009 Attn. Nitesh Patel (478) 335 1427			
ILLINOIS			
Compass Group NA* State Farm Corporate HQ #1 One State Farm Plaza, B 4 Bloomington, IL 61710-0001 Attn. Vicki McAllister (309) 261 5483		Compass Group NA* State Farm Corporate HQ #2 One State Farm Plaza, B 4 Bloomington, IL 61710-0001 Attn. Vicki McAllister (309) 261 5483	Compass Group NA* State Farm Corporate HQ #3 One State Farm Plaza, B-4 Bloomington, IL 61710 0001 Attn. Vicki McAllister (309) 261 -5483
KENTUCKY			
Gibson Family Enterprises, LLC 2380 Norman Lane Lexington KY 40503 Attn. Bill & Hollie Gibson (859) 983 4023		S S Fresh Mex of Louisville LLC 12915 Shelbyville Road Louisville KY 40243 Attn. Steve Stallings (502) 365 1424	S S Fresh Mex of Louisville LLC 285 N Hubbards Ln., Suite 100 Louisville, KY 40207 Attn. Steve Stallings (502) 897 5323
Mid-West Salsa, LLC 3500 Villa Point, Suite 101 Owensboro KY 42303 Attn. Jeffrey Kelsey (812) 453 3824			
MARYLAND			
Tim and Ronda Tracy 906 Costley Way Prince Frederick, MD 20678 (443) 532 7122			
MICHIGAN			

Salsanta s of Brighton 9725 Village Place Blvd Brighton, MI 48116 Attn. Connie Louwers (810) 22-SALSA	TA Development LLC 100 Renaissance Center Level A, Suite A106 Detroit, MI 48243 Attn. Steve Alie (313) 567 3701	TA Development LLC Romeo Commons 18325 Hall Rd Macomb MI 48044 Attn. Steve Alie (586) 416-2800
Salsanta s of Troy 6892 Rochester Rd Troy MI 48085 Attn. Mark Highfield (248) 828 2700		
MISSISSIPPI		
Mississippi F ranchise Development, LLC 1801 West Jackson Ave D-100 Oxford MS 38655 Attn. JC Clark (704) 904-9656	Mississippi Franchise Development, LLC 6582 Getwell Road Southaven MS 38672 Attn. JC Clark (704) 904 9656	Mississippi Franchise Development, LLC 87 1 Cotton Mill Drive Starkville, MS 39709 Attn. JC Clark (704) 904 9656
NEW JERSEY		
Mehernosh Daroowalla 101 Hudson Street Jersey City NJ 07302 (201) 333 4033	Salsa OB LLC 3843 US Highway 9 Old Bridge NJ 08857 Attn. Lou Cundari (732) 591-0333	
NEW YORK		
MVP Development Corp Hampton Inn, Buffalo 110 W Chippewa Buffalo NY 14202 Attn. Kevin Grupp (716) 845-5237	Compass Group* Buffalo State University 1300 Elmwood Ave Buffalo, NY 14222 Attn. Darryl J Hauser (716) 878 3201	MVP Development Corp Galleria Mall Food Court Space F210 Cheektowaga, NY 14225 Attn. Kevin Grupp (716) 845-5237
MVP Development Corp 3901 Union Rd Cheektowaga, NY 14225 Attn. Kevin Grupp (716) 845 5237	MVP Development Corp 4375 Transit Rd Clarence NY 14221 Attn. Kevin Grupp (716) 631-7673	Global Village Cantina & Grille* 6000 Reynolds Drive PO Box 5000 Rochester Institute of Technology Rochester NY 14623 Attn. Karla Orozco (585) 475 3454
NORTH CAROLINA		
Salsa Carolinas, LLC*** 26 Carl Alwin Place Asheville, NC 28803 Attn. Jeff Rigsby (828) 277 1660	Fast Trac Enterprises 1520 Overland Park Lane Suite 1 100 Charlotte NC 28262 Attn. Casey Holzman (704) 242 2863	Compass Group * UNCC Prospector Cafe 9201 University Blvd Charlotte, NC 28223 Attn. Andrew Lipson (704) 687 2038

Why 2 Why Inc Quail Corners 8400 Park Road Charlotte, NC 28210 Attn. Harvey Yancey (704) 643-9500	SR BOA, LLC Bank of America Plaza 101 S Tryon St Charlotte, NC 28280 Attn. Mark Cote (704) 540-9447 x 205	SR – Rivergate, LLC 12807 S Tryon St Suite 100 Charlotte, NC 28273 Attn. Mark Cote (704) 540-9447 x 205
Salsanta's Restaurants LLC Shops at Lakepointe 2908 Oak Lake Blvd Suite 105 Charlotte NC 28208 Attn. Mark Cote 704-540 9447 x 205	Host International Inc * PJJD Enterprises Charlotte International Airport Concourse – Main Charlotte NC 28208 Attn. Frank Johnson (704) 359 8001	SR – Latta, LLC Latta Arcade 320 S Tryon St. Charlotte NC 28280 Attn. Mark Cote (704) 540 9447 x 205
SR – Blakeney, LLC 9941 Rea Rd Suite A Charlotte, NC 28277 Attn. Mark Cote 704-540 9447 x 205	Host International Inc * Charlotte International Airport Concourse – E Charlotte NC 28208 Attn. Mikel Walter (704) 359-4760	Salsanta's Restaurants, LLC Cotswold Village Shops 304 S Sharon Amity Rd Charlotte NC 28211 Attn. Mark Cote (704) 540 9447 x 205
Villa of NC LLC * Concord Mills 8111 Concord Mills Blvd, #101 Concord Mills, NC 28027 Attn. Matt Von Klemperer (973) 695 0913	TAS Restaurants Inc 1602 A Highwoods Blvd Greensboro NC 27410 Attn. Brian Damore (336) 632 8877	Compass Group * UNCG 507 Stirling Street Greensboro, NC 27406 Attn. Aimee Trippel (336) 3344-464
Salsanta's of Greenville 109 SE Greenville Blvd Suite 124 Greenville NC 27858 Attn. KT Patel (252) 353-7482	R&S Mex LLC 944 Second St NE Hickory NC 28601 Attn. Randy Lyons (828) 304-2485	TAS Restaurants, Inc 4112 Brian Jordan PL Suite 113 High Point, NC 27265 Attn. Brian Damore (336) 632 8877
SR Rosedale, LLC 14230 Reese Blvd Huntersville, NC 28078 Attn. Mark Cote (704) 540 9447 x 205	Fast Trac Enterprises Poplin Place 3173 West Hwy 74 Monroe NC 28110 Attn. Casey Holzman (704) 242 2863	HP Investment Group Winslow Bay Commons 688 A Bluefield Road Mooresville, NC 28177 Attn: Dennis Patterson (704) 799-7403
Lowe's Home Improvement Corporate Headquarters – Compass Group** 1000 Lowe's Blvd Mooresville NC 28115 Attn. Cafe Manager (704) 757-1595	Raleigh Durham International Airport* Terminal 1 Gate A5 1050 Airside Drive, Suite 2101 Raleigh, NC 27675 Attn. Adrian Beard (704) 453 6547	SR Salisbury, LLC 120 Rowan Summit Drive Suite 600 Salisbury, NC 28146 Attn. Mark Cote (704) 540 9447 x 205
SOUTH CAROLINA		
SR-Harison, LLC 275 Park Terrace Drive, Suite 800 Columbia SC 29212 Attn. Mark Cote (704) 540-9447 x 205	SR Five Points, LLC 2006 Devine Street Columbia, SC 29205 Attn. Mark Cote (704) 540 9447 x 205	Lexington Doughmakers, LLC 1125 Woodruff Rd #1905 Greenville SC 29607 Attn. Suki Patel (864) 272 0476

Jerandonna LLC 8595 Pelham Road, Suite 500 Greenville SC 29615 Attn. Jerry Pasquarella (864) 627 8301	SR-Indian Land LLC 8347 Charlotte Highway, Suite 101 Indian Land, SC 29707 Attn. Mark Cote (704) 540-9447 x 205	Zanzibar, LLC 813 Beechleaf Ct. Lexington, SC 29072 Attn. Suki Patel (803) 361-3340
Grand Strand Catering Company LLC 3731 Oleander Drive Myrtle Beach, SC 29577 Attn. Chris Tobin (843) 839 2383		
TENNESSEE		
Laxmi Ventures Alcoa, Inc 715 Louisville Road Alcoa, TN 37701 Attn. HP Patel (865) 690 0486	Laxmi Chattanooga Hamilton, LLC Hamilton Place Corner 2115 Gunbarrel Road Suite # 8 Chattanooga TN 37421 Attn. HP Patel (423) 894-7144	Laxmi Chattanooga Hixson, Inc 252 Northgate Chattanooga, TN 37415 Attn. HP Patel (865) 429-0991
Laxmi Ventures Turkey Creek, Inc 10919 Parkside Drive Knoxville TN 37922 Attn. HP Patel (865) 671 2426	Laxmi Ventures West Town, Inc 100 Jack Dance Drive Knoxville, TN 37919 Attn. HP Patel (865) 690 0486	Laxmi Ventures Fountain City Inc 5224 N Broadway St. Knoxville TN 37918 Attn. HP Patel (865) 688 1020
Laxmi Ventures of Cedar Bluff LLC 105 Moss Grove Blvd Knoxville, TN 37 Attn. HP Patel (865) 684 9879922	Laxmi Ventures of Clinton Highway, LLC 6645 Clinton Highway Knoxville TN 37912 Attn. HP Patel (865) 684 9879	Salsaritas of Mt. Juliet 401 South Mt. Juliet Rd Mt. Juliet, TN 37122 Attn. Raj Vanmali (615) 758 0898
Laxmi Ventures of Oak Ridge LLC 220 S Illinois Ave Oak Ridge, TN 37830 Attn. HP Patel (865) 684-9879	Laxmi Ventures Pigeon Forge Inc 2250 Parkway Pigeon Forge TN 37863 Attn. HP Patel (865) 429 0991	
TEXAS		
Wilmeth Corp LLC 1009 Wal Street Longview, TX 75605 Attn. Earl Wilmeth (903) 539-4728	Barton & Agha 2 LLC *** 4200 Gus Thomasson Road Suite 111 Mesquite, TX 75150 Attn. Cayce Barton (214) 862 0230	Wilmeth Corp, LLC 3316 Troup Highway Tyler TX 75701 Attn. Earl Wilmeth (903) 539-4728
VIRGINIA		
Trinity Foods, LLC 200 Linden Square Bristol VA 24202 Attn. Michael Kern (276) 591 1260	MW Ventures of Spotsylvania LLC 5825 Plank Road Suite 101 Fredericksburg, VA 22407 Attn. Mark Walter (540) 786 6595	MW Ventures of Spotsylvania, LLC 10117 Southpointe Parkway Fredericksburg VA 22407 Attn. Mark Walter (540) 891-8226

* - Denotes a non-traditional licensee of Salsarita's Franchising, LLC who operates in a manner significantly different from a typical franchisee

**** - Denotes the name and address of an Area Developer or Area Representative's business office and not the address of a Restaurant location.**

***** - Denotes a franchisee with whom a Franchise Agreement is signed but a Restaurant is not yet open.**

[See next page for list of former franchisees]

Part B List of Former Franchisees as of December 31, 2015

The name and last known home address of every Salsarita's franchisee who has had a Franchise transferred, terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement in 2015, or has not communicated with us within 10 weeks of the date of this disclosure document, is listed below:

Sodexo * Kansas State University 121 K State Student Union Manhattan, KS 66506 Attn. Ray Torres (516) 922- 9469	ANR, LLC 120 Town Center Drive Pooler GA 31322 Attn. Ankur J. Patel (919) 441 1622	WABA, LLC 3500 Villa Point, Suite 101 Owensboro, KY 42303 Attn. Jack Wells (270) 926 9355
Reed Family LLC 7375 Oswego Road Liverpool, NY 13090 Attn. Ron Reed (315) 413-0180	Host International Inc Concord Mills 8111 Concord Mills Blvd #101 Concord Mills, NC 28027 Attn. Brian Shetron (704) 979-2301	DMS Inc 2003 N Eastman Rd #10 Kingsport, TN 37660 Attn. Donna Sell (423) 246 2246
Vista Salsarita's, LLC 916 Gervais St Columbia SC 29201 Attn. Suki Patel (803) 708 6181		

EXHIBIT K
GENERAL RELEASE

GENERAL RELEASE

THIS GENERAL RELEASE ("Release") is entered into by _____, a _____ ("Franchisee") and _____ ("Grantor") in favor of Salsarita's Franchising, LLC, a Mississippi limited liability company ("Licensor"), as follows

Background

Franchisee is currently a Franchisee of Licensor pursuant to those certain agreements entered into between Franchisee and Licensor (collectively the ‘Franchise Agreements’) which are named and dated as follows

	Name	Date
1		_____
2		_____

For good and valuable consideration the receipt, adequacy and sufficiency of which are hereby acknowledged by Franchisee and Guarantor, Franchisee and Guarantor hereby covenant, agree, acknowledge and represent as follows

1 General Release of Claims Franchisee and Guarantor jointly and severally, on behalf of themselves and their heirs, executors, successors and assigns, do hereby release, acquit, satisfy and forever discharge Licensor, its affiliates and subsidiaries, and each of their respective officers, directors, shareholders, agents, employees and representatives, and each of their respective heirs, executors, successors, and assigns, (collectively Released Parties) of and from all manner of claims, demands, actions and causes of action whatsoever (collectively, "Claims," and individually, a "Claim"), whether known or unknown, in law or in equity, contingent or otherwise, including, without limitation, claims arising under federal, state and local laws, rules and regulations which Franchisee and Guarantor ever had, now have, or in the future may have against the Released Parties, or any one or more of them, for, upon and by reason of any matter, cause or thing whatsoever arising out of, related to, or in any way connected with (a) the Franchise Agreements, or (b) the Salsarita's franchises granted pursuant to the Franchise Agreements (the "Franchises"), including, without limitation, any Claim based upon, arising out of or in any way relating to the ownership, operation or management of the franchises. The parties acknowledge that the foregoing release shall not be construed to affect the obligations of Franchisee, Guarantor or Licensor under any other Franchise Agreements or Area Development Agreements between Franchisee, Guarantor and Licensor.

2 No Transfer of Claims Franchisee and Guarantor jointly and severally represent and warrant that they have not assigned, transferred, conveyed or otherwise encumbered any Claim, and agree to indemnify and hold harmless the Released Parties from and against any and all losses, liabilities, damages, judgments, costs and expenses (including without limitation reasonable attorneys' fees) suffered or incurred by any one or more of the Released Parties as a result of any breach of any representation or warranty contained in this Release

3 Knowing Waiver, Authorization This Release has been voluntarily and knowingly executed by Franchisee and Guarantor after they have each had the opportunity to consult with legal counsel of their choice Franchisee and Guarantor represent that they each have the authority to execute and deliver this Release

4 Indemnification Franchisee and Guarantor acknowledge and agree that the indemnification provisions contained in each of the Franchise Agreements shall be and remain in full force and effect and shall survive the execution of any successor Franchise Agreements

5 Miscellaneous This Release may be executed in multiple counterparts, all of which shall constitute one and the same Release The failure of either Franchisee or Guarantor to execute this Release shall not invalidate its effect as to any person or entity who otherwise executes this Release This Release has been delivered in, and shall be interpreted and construed under the laws of, the State of North Carolina without regard to its conflict of laws principles

IN WITNESS WHEREOF, Franchisee and Guarantor have caused this Release to be executed and delivered by its duly authorized officer as of the date first above written.

FRANCHISEE

GUARANTOR.

By _____
Name _____
Title _____

By _____(SEAL)
Print Name _____

Signed sealed and delivered in the presence
of

Signed sealed and delivered in the presence
of

NOTARY PUBLIC

NOTARY PUBLIC

My commission expires _____

My commission expires _____

(NOTARIAL SEAL)

(NOTARIAL SEAL)

30935789v2

EXHIBIT L

AUTHORIZATION FOR PREARRANGED PAYMENT

**AUTHORIZATION FOR PREARRANGED PAYMENT
(DIRECT DEBITS)**

The undersigned depositor ("DEPOSITOR") hereby (1) authorizes Salsanta's Franchising, LLC ("COMPANY") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account indicated below and (2) authorizes the depository designated below ("DEPOSITORY") to debit and/or credit such account pursuant to COMPANY's instructions

DEPOSITORY

Branch

City

State Zip Code

Bank Transit/ABA Number

Account Number

This authority is to remain in full and force and effect until DEPOSITORY has received joint written notification from COMPANY and DEPOSITOR of the DEPOSITOR's termination of such authority in such time and in such manner as to afford DEPOSITORY a reasonable opportunity to act on it. If an erroneous debit entry is initiated to DEPOSITOR's account, COMPANY agrees that DEPOSITOR shall have the right to have the amount of such entry credited to such account by DEPOSITORY, if (a) within fifteen (15) calendar days following the date on which DEPOSITORY sent to DEPOSITOR a statement of account or a written notice pertaining to such entry or (b) forty-five (45) days after posting, whichever occurs first, DEPOSITOR shall have sent to DEPOSITORY a written notice (with a copy to COMPANY) identifying such entry, stating that such entry was in error and requesting DEPOSITORY to credit the amount thereof to such account. These rights are in addition to any rights DEPOSITOR may have under federal and state banking laws

DEPOSITOR (Print Name)

By _____

Title _____

Date _____

30935788v2

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Salsanta's Franchising, LLC ('SF') offers you a franchise, SF must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that SF give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that SF 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 SF does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to the appropriate state administrator listed in **Exhibit B**. SF's agent for service of process in this state is listed in **Exhibit C**.

Franchise Seller Name/Address Philip Friedman, 4601 Charlotte Park Drive, Suite 250, Charlotte, North Carolina 28217, Phone No 704 540 9447 Name/Address Andrew Gunkler, 10718 Jimson Street, Prospect, Kentucky 40059, Phone No 816 305 7427

Issuance date **April 28, 2016, as amended October 31, 2016** (Note: The issuance date of this FDD is not the effective date for state registration. For registration state effective dates see State Effective page at the beginning of this Disclosure Document).

I received a disclosure document dated April 28, 2016, as amended October 31, 2016, that included the following Exhibits: A. State Specific Addenda to Franchise Disclosure Document; B. State Administrators; C. Agents for Service of Process; D. Franchise Agreement; E. State Specific Amendments to Franchise Agreement; F. Area Development Agreement; G. State-Specific Amendments to Area Development Agreement; H. Confidentiality/Nondisclosure Agreement; I. Financial Statements; J. List of Franchisees and Former Franchisees; K. General Release; and L. Authorization for Prearranged Payment.

Date Disclosure Document Received _____
Print Name _____
Signature _____
Address _____
City _____ State _____ Zip Code _____
Area Code _____ Phone Number _____

Date Disclosure Document Received _____
Print Name _____
Signature _____
Address _____
City _____ State _____ Zip Code _____
Area Code _____ Phone Number _____

Date Disclosure Document Received _____
Print Name _____
Signature _____
Address _____
City _____ State _____ Zip Code _____
Area Code _____ Phone Number _____

Date Disclosure Document Received _____
Print Name _____
Signature _____
Address _____
City _____ State _____ Zip Code _____
Area Code _____ Phone Number _____

TO BE RETAINED BY YOU

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Salsarita's Franchising, LLC (SF) offers you a franchise, SF must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that SF give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that SF 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 SF does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to the appropriate state administrator listed in **Exhibit B**. SF's agent for service of process in this state is listed in **Exhibit C**.

Franchise Seller Name/Address Philip Friedman, 4601 Charlotte Park Drive, Suite 250, Charlotte, North Carolina 28217, Phone No 704 540 9447 Name/Address Andrew Gunkler, 10718 Jimson Street, Prospect, Kentucky 40059, Phone No 816 305 7427

Issuance date **April 28, 2016, as amended October 31, 2016** (Note: The issuance date of this FDD is not the effective date for state registration. For registration state effective dates see State Effective page at the beginning of this Disclosure Document).

I received a disclosure document dated April 28, 2016, as amended October 31, 2016, that included the following Exhibits: A. State-Specific Addenda to Franchise Disclosure Document; B. State Administrators; C. Agents for Service of Process; D. Franchise Agreement; E. State Specific Amendments to Franchise Agreement; F. Area Development Agreement; G. State Specific Amendments to Area Development Agreement; H. Confidentiality/Nondisclosure Agreement; I. Financial Statements; J. List of Franchisees and Former Franchisees; K. General Release; and L. Authorization for Prearranged Payment.

Date Disclosure Document Received

Print Name

Signature

Address

City State Zip Code

Area Code Phone Number

Date Disclosure Document Received

Print Name

Signature

Address

City State Zip Code

Area Code Phone Number

Date Disclosure Document Received

Print Name

Signature

Address

City State Zip Code

Area Code Phone Number

Date Disclosure Document Received

Print Name

Signature

Address

City State Zip Code

Area Code Phone Number

TO BE RETURNED TO SALSARITA'S