FRANCHISE DISCLOSURE DOCUMENT

The Simple Greek, LLC
A Delaware Limited Liability Company
794 Penllyn Blue Bell Pike
, Suite 219
Blue Bell, PA 19422 ~~Phone:~~
844-576-6695
Fax: 267- 460-8541
www.simplegreek.com

You ~~The Simple Greek, LLC, a Delaware limited liability company, offers you the opportunity to~~ will own and operate ~~one or more The Simple Greek restaurants,~~a restaurant which ~~serve~~serves the authentic flavors and spices of Greece and the Mediterranean seaboard ~~to the general public~~ in an open kitchen ~~utilizing a build-your-own assembly-line style setup, with a menu featuring a variety of dishes such as build-your-own bowls, salads and pitas filled or topped with a variety of proteins, vegetables and other toppings, side dishes and Greek yogurt with a variety of toppings, soft drinks, beer and other products in a casual restaurant environment (a "TSG Restaurant" or "TSG Restaurants"). TSG Restaurants may only be operated from fixed-location restaurants~~under the The Simple Greek trademarks.

The total investment necessary to begin operation of a ~~TSG Restaurant~~The Simple Greek® franchise ranges from $~~318~~323,700 to ~~$675~~ $637,500~~, including $25~~. This includes $30,000 that must be paid to us or our affiliates.

The total investment necessary to begin the operation of a The Simple Greek® multi-unit development business ranges from $338,700 to $652,500, for a required minimum of 2 The Simple Greek®® outlets to be developed. This includes a minimum $45,000 that must be paid to us or our affiliates.

This ~~If you enter into an Area Development Agreement to develop multiple TSG Restaurants, when you sign the Area Development Agreement you will pay the full Initial Franchise Fee of $25,000 for your first TSG Restaurant and a development fee of $12,500 for each additional TSG Restaurant you agree to develop under the Area Development Agreement. The development fee will be applied toward the Initial Franchise Fee payable for each TSG Restaurant developed after the first one, and the balance of the Initial Franchise Fee of $12,500 will be due and payable when you sign the second and each additional Franchise Agreement for a TSG Restaurant developed under the Area Development Agreement.~~

~~This franchise~~ disclosure document summarizes certain provisions of your ~~Franchise Agreement~~ franchise agreement and other information in plain English ~~(this "Franchise Disclosure Document").~~ Read this ~~Franchise Disclosure~~

~~Document~~disclosure document and all accompanying agreements carefully. _You must receive this ~~Franchise Disclosure Document~~disclosure document at least fourteen (14) calendar days before you ~~may~~ sign a binding agreement with, or make any payment to, ~~us~~the franchisor or ~~our affiliates~~an affiliate in connection with the proposed franchise sale. **Note, however, that no ~~government~~governmental agency has verified the information contained in this document.**

~~You may wish to receive your Franchise Disclosure Document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Jeremy J. Dombroski, at (844) 576-6695 or at 794 Penllyn Blue Bell Pike, Suite 219, Blue Bell, Pennsylvania 19422.~~

The terms of your contract will govern your franchise relationship. _Don't rely on ~~this Franchise Disclosure Document~~the disclosure document alone to understand your contract. _Read all of your ~~entire~~ contract carefully. _Show your contract and this ~~Franchise Disclosure Document to a trusted~~ disclosure document to an advisor, ~~such as~~like a lawyer or ~~an~~ accountant.

Buying a franchise is a complex investment. _The information in this ~~Franchise Disclosure Document~~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 ~~Franchise Disclosure Document~~disclosure document, is available from the Federal Trade Commission._ You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. _You can also visit the FTC's home page at ~~www.ftc.gov~~ www.ftc.gov for additional information._ Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: March ~~28, 2018 *as amended* May 16, 2018 and August 15, 2018~~31, 2019

STATE COVER PAGE

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

Call the state franchise administrator listed in **Exhibit A** 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 REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND CONDUCT THE ARBITRATION IN PENNSYLVANIA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN PENNSYLVANIA THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT PENNSYLVANIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS YOUR LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

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

4. THE FRANCHISOR HAS A LIMITED FRANCHISE OPERATING HISTORY TO ASSIST A PROSPECTIVE FRANCHISEE IN DECIDING TO MAKE THIS INVESTMENT.

5. THE FRANCHISOR HAS LIMITED FINANCIAL RESOURCES WHICH MIGHT NOT BE ADEQUATE TO FUND ITS PRE-OPENING OBLIGATIONS TO EACH FRANCHISEE AND PAY OPERATING EXPENSES.

6. FRANCHISEE IS NOT RECEIVING AN EXCLUSIVE TERRITORY.

7. 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.~~

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

~~Effective Dates: See next page for state effective dates~~

STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

~~STATE~~	~~EFFECTIVE DATE~~
~~CALIFORNIA~~	~~May 4, 2018~~
~~ILLINOIS~~	~~April 30, 2018~~
~~INDIANA~~	~~May 23, 2018~~
~~MARYLAND~~	~~May 18, 2018~~
~~MICHIGAN~~	~~September 16, 2018~~
~~MINNESOTA~~	~~June 26, 2018~~
~~NEW YORK~~	~~May 23, 2018~~
~~RHODE ISLAND~~	~~April 30, 2018~~
~~VIRGINIA~~	~~July 6, 2018~~
~~WASHINGTON~~	~~June 28, 2018~~

STATE	**EFFECTIVE DATE**
California	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Minnesota	Pending
New York	Pending
Rhode Island	Pending
Virginia	Pending
Wisconsin	Pending

This Franchise Disclosure Document is exempt from the following states having business opportunities, with the following effective dates:

~~STATE~~	~~EFFECTIVE DATE~~
~~KENTUCKY~~	~~September 23, 2015~~
~~NEBRASKA~~	~~September 16, 2015~~
~~TEXAS~~	~~September 17, 2015~~
~~UTAH~~	~~April 5, 2018~~

STATE	**EFFECTIVE DATE**
Connecticut	Pending
Florida	Pending
Kentucky	September 23, 2015
Nebraska	September 16, 2015
Texas	September 17, 2015
Utah	March 29, 2019

In all other states, the effective date of this Franchise Disclosure Document is the issuance date set forth on the Cover Page.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW

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 the Michigan Franchise Investment Act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, 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 franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

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Any questions regarding this notice should be directed to: Michigan Attorney General's Office, Consumer Protection Division, Attention: Franchise Section, G. Mennen Williams Building, 1st Floor, 525 West Ottawa Street, Lansing, Michigan 4893, Telephone Number: 517-373-7117.

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ITEM 1

: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, “Franchisor,” “we,” “us,” or “our” means The Simple Greek, LLC, a Delaware limited liability company, the franchisor. “You,” “your” and “Franchisee” means the person who buys the franchise from us. If you are a corporation, partnership, limited liability company or other entity, certain provisions of the Franchise Agreement and related agreements will also apply to your owners.

Franchisor, Predecessors, Parents and Affiliates

We are a limited liability company organized in Delaware on January 22, 2015. Our principal place of business is 794 Penllyn Blue Bell Pike, Suite 219, Blue Bell, Pennsylvania 19422. We do business under the name “**The Simple Greek**” and “**The Simple Greek, LLC**,” and no other name. We began offering The Simple Greek franchises in 2015.

In January 2015, we created a business (the “System”) that offers the opportunity to prospective franchisees to own and operate The Simple Greek Restaurants (“TSG Restaurants~~,~~”), which serve the authentic flavors and spices of Greece and the Mediterranean seaboard to the general public in an open kitchen utilizing a build-your-own assembly-line style setup, with a menu featuring a variety of dishes such as build-your-own bowls, salads and pitas filled or topped with a variety of proteins, vegetables and other toppings, side dishes~~ and Greek yogurt with a variety of toppings~~, soft drinks, and other products in a casual restaurant environment, under certain trademarks, trade names, service marks and logos that we developed to serve TSG Restaurants (collectively the “Marks”).

We ~~are wholly owned by~~have a parent company, ML Food Group, LLC, a limited liability company organized on June 12, 2014, under the laws of the State of Delaware, with its principal place of business at 794 Penllyn Blue Bell Pike, Suite 219, Blue Bell, Pennsylvania 19422. ML Food Group, LLC has not offered franchises in this or any line of business previously~~We have no predecessor. We have no affiliates that offer franchises in any line of business. Neither our parent nor any of our affiliates offer franchises in this line or any line of business. We do not operate businesses of the type being franchised. Wholly owned subsidiaries of ML Food Group, LLC operate four TSG restaurants~~.

We have no predecessor. We do not operate businesses of the type being franchised. ~~An affiliate of ours is~~

We have an affiliated company, ML Manufacturing LLC, a limited liability company organized on June 12, 2014, under the laws of the State of Delaware, with its principal place of business at 2310 26th St. S.W., Allentown, Pennsylvania 18103. ML Manufacturing LLC, owns a one-third membership interest in Precise Graphix, LLC (“Precise”), a Pennsylvania limited liability company organized in June 2001, with its principal business address at 2310 26th Street SW, Allentown, Pennsylvania 18103. Precise sells products to our franchisees. ~~(See Item 8).~~ML Manufacturing LLC has not offered franchises in this or any line of business previously.

Agents for Service of Process

Our agent for service of process in Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801. Our agents for service of process in other states are identified by state in **Exhibit A** to this Franchise Disclosure Document. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

Prior Experience

We have developed as part of the System certain specified and distinct business formats, methods, and procedures, including distinctive exterior and interior design, décor, color scheme and furnishings, uniform standards, specifications and procedures for operations, quality and uniformity of products and services offered, procedures for management and inventory control, training and assistance and advertising and promotional programs. TSG Restaurants offer a menu featuring build-your-own bowls, salads and pitas filled or topped with a variety of proteins, vegetables and other toppings, side dishes~~ and Greek yogurt with a variety of toppings~~, soft drinks, and other products that we may authorize from time to time.

~~Other than as provided above, we have no affiliates that offer franchises in any line of business or provide products or services to franchisees.~~
We operate, through affiliates wholly owned by ML Food Group, LLC, four TSG Restaurants similar to the franchise offered by this Disclosure Document. We may operate other The Simple Greek concepts, including additional TSG Restaurants, in the future.

The Business We Offer

We offer you the right to acquire, and under which you or your approved affiliate agree to acquire, ~~one or more franchises~~a franchise to develop, own and operate ~~an agreed upon number of~~a TSG ~~Restaurants within~~Restaurant at a specific ~~locations~~location selected by you and approved by us. You must sign our franchise agreement (the "Franchise Agreement"), a copy of which is attached as **Exhibit B** to this Franchise Disclosure Document. We will grant a franchise to qualified candidates for the operation of a TSG Restaurant. We are not presently engaged in business activities other than the development of the System and the offer, sale and support of the franchisees of the System.

All TSG Restaurants will be operated in a fixed location, and are operated under the Marks and the System and related methods of doing business and proprietary method of marketing and operating TSG Restaurants and selling products of the System. You must operate ~~each~~your TSG Restaurant in accordance with the System and our Confidential Franchise Operations Manual (the "Manual"), which may exist in various parts, locations, and formats and may include a combination of audio, video, written material, electronic media, website content and/or software components.

~~Area~~Multi-Unit Development Agreement

~~In addition~~We also offer qualified individuals the right to ~~offering for sale franchises for~~open a minimum of two (2) TSG Restaurants~~, if you meet our qualifications, we also offer the opportunity to become an~~ in a designated area ~~developer for us.~~under the terms of a multi-unit development agreement. Each ~~area developer~~multi-unit operator is selected by us based on certain qualifications that we may identify from time to time, including ~~your~~ previous experience or ~~your~~ performance as a franchise operator. ~~An area developer~~A multi-unit operator will have the opportunity to obtain certain development rights to open and operate multiple TSG Restaurants in a designated geographic area within a specified period of time, as described in the ~~Area~~Multi-Unit Development Agreement, a form of which is attached as **Exhibit C** to this Franchise Disclosure Document.

~~If you sign an Area Development Agreement for the development of multiple TSG Restaurants, upon execution you must pay us a non-refundable Initial Franchise Fee of $25,000 for your first TSG Restaurant, and you must sign a Franchise Agreement for the first TSG Restaurant you commit to develop. At that time, you must also pay us a non-refundable development fee equal to $12,500 multiplied by the number of TSG Restaurants you commit to develop under the Area Development Agreement. The Initial Franchise Fee you are required to pay for each TSG Restaurant will be the amount stated in the then-current Franchise Agreement executed in accordance with your development schedule, less $12,500.~~

~~The Franchise Agreement you sign for each TSG Restaurant you develop under an Area Development Agreement will be the then-current standard Franchise Agreement, which may which may contain terms and conditions materially different from your original Franchise Agreement including but not limited to a higher Initial Franchise Fee. (See Item 5 and Item 6 below in this Franchise Disclosure Document.)~~

Market Competition

The market for food products and services such as those offered by TSG Restaurants is highly competitive and well-developed, as is the market for obtaining locations for TSG Restaurants. The casual dining industry is highly competitive and is often affected by changes in eating habits of the public, by local and national conditions affecting spending habits and by population and traffic patterns. TSG Restaurants will compete with other local businesses, as well as many local, regional and national restaurant chains, grocery stores, street vendors and other food service businesses offering similar products. You will face competition from other independent businesses, franchises and national companies offering similar services as your franchised TSG Restaurant. You will also face normal business risks that could have an adverse effect on your TSG Restaurant.

Regulations

TSG Restaurants are subject to all of the laws, codes and regulations normally applicable to restaurants and similar retail businesses. Many states and local jurisdictions have enacted laws, rules, regulations and ordinances that may apply to the operation of your TSG Restaurant, including those which (a) establish general standards, specifications and requirements for the construction, design and maintenance of your TSG Restaurant location; (b) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements; employee practices concerning the storage, handling, and preparation of food; special health restrictions on smoking and exposure to tobacco smoke or other carcinogens or reproductive toxicants; availability of and requirements for public accommodations, including restrooms; (c) set standards pertaining to employee health and safety; (d) set standards and requirements for fire safety and general emergency preparedness; (e) govern the use of vending machines;
(f) regulate the proper use, storage and disposal of waste, insecticides, and other hazardous materials; (g) establish general requirements or restrictions on advertising containing false or misleading claims, or health and nutrient claims on menus or otherwise, such as “low calorie” or “fat free”; and (h) establish requirements concerning withholdings and employee reporting of taxes on tips. State, federal and local regulations may require you to disclose the nutritional content of certain food items. Some state and local authorities have also adopted, or are considering adopting, laws or regulations that would affect the content or make-up of food served in restaurants, such as the level of trans fats contained in a food item.

The following laws and regulations may also apply to the operation of your TSG Restaurant:

Federal Laws: The United States Department of Agriculture and the Food and Drug Administration regulate the manufacture, labeling and distribution of food products as well as menu labeling. Examples of other federal laws affecting many small businesses are wage and hour, occupational health and safety, equal employment opportunity, taxes, hazardous materials communication to employees, hazardous waste and environmental and the Americans with Disabilities Act.

State and Local Laws: Your TSG Restaurant is subject to state and local food and health permits and inspection laws. Health laws are intended in part to reduce food-borne illnesses and may cover such issues as requiring employees to take a test and obtain a license as a food service worker, having accessible sinks, bathrooms for certain size establishments, inspections for cleanliness and compliance, equipment cleaning, storage and packaging, size of facilities, allowed foods, refrigeration, etc. Certain city or town clerks in the communities you plan to service may have additional licensing requirements.

Local laws may cover the same topics as federal and state laws. Examples of other local laws affecting many small businesses include health and sanitation, building codes, fire codes, permits and waste disposal.

You should consider these laws and regulations when evaluating your purchase of a TSG Restaurant.

ITEM 2: BUSINESS EXPERIENCE

Marcus Lemonis, Partner & Advisor

Mr. Lemonis has served as Partner and Advisor since January 2015, Long Grove, Illinois. In January 2015 he served as President~~,~~. Since June 2014 he has served as Manager and CEO of ML Food Group, LLC, Blue Bell, ~~Illinois~~Pennsylvania. Since January 1, 2016, he has served as Manager of Precise Graphix, LLC, Allentown, Pennsylvania. Since June 2014, he has served as Chief Executive Officer and President of Marcus Lemonis Enterprises LLC, Long Grove, Illinois. Since June 2014, he has served as Chief Executive Officer and President of Camping World Holdings, Inc., Lincolnshire, Illinois. Since December 27, 2012, he has served as Chief Executive Officer, President, and Manager of Marcus Lemonis LLC, Long Grove, Illinois.

Brian Carlisle, President

Mr. Carlisle has served as President since January, 2018 ~~through the present.~~. Previously, he served as- our Director of Real Estate and Construction from May, 2017 through December, 2017 and served as our Construction Manager from August 2016 through April, 2017. From December 1998 to July 2015, he served as Vice-President of Development for Rita's Franchise Company in Trevose, Pennsylvania.

Jeremy Dombroski, Executive Vice President - Finance and Administration

Mr. Dombroski has served as our Executive Vice President - Finance and Administration since March 15, 2017 ~~through the present.~~. From July 2016 to the present he has served as the Chief Financial Officer of Marcus Lemonis LLC, Long Grove, Illinois. From November 2013 to June 2016, he served as a Director for Pine Hill Group, Philadelphia, Pennsylvania. ~~From May 2012 to October 2013 he served as Controller of SDI, Inc., Bristol, Pennsylvania.~~

~~Gary Hitterdal, Vice President of Franchise Development~~

~~Mr. Hitterdal has served as our Vice President of Franchise Development from March 2018 through the present. Prior to that, he served as our Director of Franchise Development from April 2017 through February,~~ **Gina Moughty- Senior Director of Franchise Sales**

Ms. Moughty has served as our Senior Director of Franchise Sales since January 2019. From April 2008 to January 2019, she was the Senior Director of Franchise Sales for Rita's Italian Ice Franchise Corporation, Trevose, PA.
~~2018. Since June 2007, he has served as President and CEO of One80 Consulting, LLC, Kasson, Minnesota. From April 2014 to March 2017, he served as Vice President & Navigator for E&G Franchise Systems, Inc., Eau Claire, Wisconsin. From January 2012 to March 2014, he served as Director of Franchise Operations for Papa Murphy's International, Vancouver, Washington.~~

Kathryn Otis, Director of Training

Ms. Otis has served as our Director of Training since June 2016. From June 2014 to June 2016, she served as Senior Director of Café Operations for Saxbys Coffee, Philadelphia, Pennsylvania. From November 2013 to June 2014 she served as Field Operations Manager for Rita's Franchise Company, Trevose, Pennsylvania. From December 2003 to November 2013 she served as a Franchise Business Consultant for Rita's Franchise Company, Trevose, Pennsylvania.

Lynn Hoban, Vice President of Marketing and Brand Development

Ms. Hoban joined The Simple Greek as VP of Marketing and Brand Development in May, 2018. Prior to that she served as ~~the Marketing Director~~a marketing consultant for TBC Corp in Palm Beach Gardens, ~~FL~~Florida, from March, 2018- May 2018 and has served on the Board of Directors and as a Member of Beacon located in Philadelphia, ~~PA~~Pennsylvania, from 2015 through the present. She was also previously Vice President of Marketing for OTS Holdings, LLC in Cherry Hill, ~~NJ~~New Jersey, from May, 2012 through October, 2016.

Kim Juda, Vice President of Operations

Ms. Juda has served as our VP of Operations since January 2019. Previously, she served as our Director of Operation from May 2017 through December, 2018 and served as our Franchise Business Consultant August 2016 through April, 2017. From July 2013 to July 2016, she served as Franchise Director at Dickey's Barbecue Pit Dallas, TX.

ITEM 3: LITIGATION

Pending Actions

Michael Ference and Kathleen Kamerouyerou Ference vs. Marcus A. Lemonis, The Simple Greek, LLC and ML Foods, LLC (Court of Common Pleas, Allegheny County, Pennsylvania, Case No. GD-16- 024960). On December 23, 2016, the plaintiffs, owners of My Big Fat Greek Gyro, LLC (one of our franchisees) commenced this action against us, Marcus Lemonis and ML Foods, asserting claims primarily based on their allegation that they are entitled to a 45% ownership interest in The Simple Greek, LLC. The plaintiffs demand an accounting of, and seek a receiver to operate, The Simple Greek, LLC. They assert claims for alleged breach of fiduciary duty and oppression, alleged breach of a compensation agreement, alleged fraudulent misrepresentation by Mr. Lemonis and ML Foods, alleged breach of the implied duty of good faith and fair dealing, alleged conversion of property and alleged unjust enrichment. We deny any liability to plaintiffs and intend to vigorously defend against all claims. In addition to their claim for specific performance, plaintiffs seek compensatory and punitive damages and attorney fees. This action ~~is~~remains in the early stages of litigation as plaintiffs have not aggressively pursued this matter.

Bow & Truss, LLC v. Marcus Lemonis and ML Food Group, LLC, Case No. 17 L 1160 (Circuit Court of Cook County, Illinois). On February 1, 2017, Bow & Truss, LLC d/b/a Bow Truss Coffee Roasters commenced this action against Marcus Lemonis and ML Food Group, LLC, alleging that they breached a letter of intent for ML Food Group, LLC's proposed acquisition of the assets of Bow & Truss, LLC. Plaintiff alleged breach of the letter of intent, fraud, violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, tortious interference with business expectancy and breach of fiduciary duty. The Complaint sought unspecified damages of $26 million. Marcus Lemonis and ML Food Group, LLC filed a counterclaim against Bow & Truss, LLC and Phil Tadros (the CEO of Bow & Truss, LLC), alleging fraudulent inducement of the letter of intent, rescission of the letter of intent and breach of a secured promissory note and guaranty. On May 31, 2018 the Plaintiff agreed to dismiss all of its claims with prejudice and Marcus Lemonis and ML Food Group, LLC agreed to dismiss their counterclaims -with prejudice. In September 2018, Plaintiff filed a motion to enforce the parties' Settlement Agreement, which it later voluntarily withdrew on October 25, 2018. The matter is ~~no longer active~~, once again, closed.

Zadar Universal Corp. v. Marcus Anthony Lemonis, ML Fashion, LLC and Inkkas LLC, Index No. 650902/2018 (Supreme Court of the State of New York, County of New York). On February 26, 2018, Zadar Universal Corp. commenced this action against Marcus Lemonis, ML Fashion, LLC and Inkkas LLC, alleging that they breached a promissory note as a result of an acquisition of the assets of Inkkas LLC (now known as IHOLDCO, LLC) by its secured first lien lender. Plaintiff alleges breach of- contract, fraud and unjust enrichment and seeks $475,000 in alleged damages. Marcus Lemonis, ML Fashion, LLC and Inkkas LLC have filed a motion seeking to dismiss the complaint with prejudice on -the grounds that Zadar Universal Corp. converted the debt represented by the promissory note into equity in IHOLDCO, LLC, formerly known as Inkkas LLC. Thus, Mr. Lemonis, ML Fashion, LLC and Inkkas LLC (now known as IHOLDCO, LLC) argue, Zadar is precluded from asserting any claims seeking to recover the prior outstanding balance under the Note. Mr. Lemonis ML Fashion, LLC and Inkkas LLC (now known as IHOLDCO, LLC) intend to vigorously defend against plaintiff's claims, and their Motion to Dismiss the Plaintiff's Second Amended Complaint is fully briefed and awaiting decision from the Court. Otherwise, the action remains in the early stages of litigation.

~~(now known as IHOLDCO, LLC) intend to vigorously defend against plaintiff's claims. The action is in the early stages of litigation.~~

Sugarfina, Inc. v. Sweet Petes LLC et al, Case No. 2:17-cv-04456 (Central District of California). On June 15, 2017, Sugarfina, Inc. commenced this action against Sweet Pete's, LLC; ML Sweets, LLC; Peter Behringer; and Allison Behringer, alleging that certain Sweet Pete's product packaging and names violated Sugarfina's alleged intellectual property rights. Defendants' Motion to Dismiss was granted in part on September 25, 2017. Marcus Lemonis, ML Food Group, LLC and ML Buena Park, LLC were added as defendants in Sugarfina's First Amended Complaint, filed on October 16, 2017. Plaintiff alleges the following claims: (i) trade dress infringement; (ii) federal trademark infringement; (iii) common law trademark infringement; (iv) unfair business practices; (v) copyright infringement; (vii) trade libel; and (viii) civil conspiracy. Plaintiff seeks injunctive relief and damages based on profits from sales of the accused products. Sweet Pete's, LLC filed counterclaims for declarations of invalidity of the asserted trade dress and trademarks. Trial is set for June 18, 2019. However, the parties are pursing settlement negotiations.

David Levy and the Levy 2012 Generation Skipping Trust v. Marcus Lemonis; ML Acquisition Company, LLC; Lisa Senafe; Giovanni Senafe; Pet Stuff America, LLC d/b/a Bentley's Pet Stuff; and Bentley's Corner Barkery, Ltd., Case No. 2018 CH 03363 (Circuit Court of Cook County, Illinois). On March 14, 2018, David Levy and the 2012 Levy Generation Skipping Trust commenced this action against Marcus Lemonis; ML Acquisition Company, LLC; Lisa Senafe; Giovanni Senafe; Pet Stuff America, LLC d/b/a Bentley's Pet Stuff; and Bentley's Corner Barkery, Ltd., asserting claims under the Illinois Business Corporations Act for shareholder remedies; shareholder oppression, breach of fiduciary duty, tortious interference with a business relationship, unjust enrichment and seeking to impose a constructive trust. The Complaint sought unspecified damages, together with pre-and post-judgment interest; a constructive trust; and injunctive relief requiring a third party to perform a valuation of the Trust's shares in Bentley's Corner Barkery and directing the sale of those shares, or dissolving Bentley's Corner Barkery and directing the sale of its assets. The defendants filed motions to dismiss, all of which were denied with the exception of the motion to dismiss the constructive trust claim. The plaintiffs have filed a motion for leave to amend the complaint, which is scheduled to be presented to the Court on February 20, 2019, and the parties are engaged in written discovery. The plaintiffs have made a settlement demand of $28 million, and are unwilling to engage in further settlement discussions unless and until the defendants make a cash offer to settle the claims.

ITEM 4: BANKRUPTCY

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

ITEM 5

: INITIAL FRANCHISE FEE

We will charge you an initial franchise fee ("Initial Franchise Fee

") when you sign the Franchise Agreement. The Initial Franchise Fee ~~for a franchise granting the right to open one TSG Restaurant~~ is ~~$25~~Thirty Thousand Dollars ($30,000.00~~.~~). This payment is fully earned by us and due in lump sum when you sign the Franchise Agreement. The Initial Franchise Fee is ~~due in full upon your execution of the Franchise Agreement. The~~ not refundable under any circumstance~~Initial Franchise Fee is uniform and non-refundable, except as otherwise provided in this Item~~.

We will charge you a development fee ("Development Fee") when you sign the Multi-Unit Development Agreement. The Development Fee is an amount equal to Forty-Five ($45,000.00) for the first two (2) TSG Restaurants you are to develop under the Multi-Unit Development Agreement, plus Fifteen Thousand Dollars ($15,000) multiplied by the number of additional TSG Restaurants you agree to develop.

The Development Fee is fully earned by us and due in lump sum when you sign the Multi-Unit Development Agreement. The Development Fee is not refundable under any circumstance. Upon execution of the Multi-Unit Development Agreement, you also will sign a franchise agreement for your first TSG Restaurant. You will receive a $30,000 credit from the Development Fee against the $30,000 Initial Franchise Fee due under your first franchise agreement. Upon execution of a lease for each TSG Restaurant you develop, you are required to sign our then-current franchise agreement for the next TSG Restaurant you are to develop, in accordance with your development schedule. For each additional franchise agreement you sign, you will receive a $15,000 credit from the Development Fee against the then-current Initial Franchise Fee payable and you will pay the balance due.

If you are an honorably discharged U.S. military veteran (or if you are an entity and the owner of at least 51% of your equity is an honorably discharged U.S. military veteran) and you have provided us with sufficient proof of the same in the form as we may reasonably require, we will offer you a 50% discount off your Initial Franchise Fee for your first TSG Restaurant.

~~If you have not signed a lease for space from which to operate your TSG Restaurant within six months after signing your Franchise Agreement, we may terminate your Franchise Agreement. The~~

~~Initial Franchise Fee is deemed fully earned upon receipt by us and is non-refundable.~~

~~**Area Development Fee**~~

~~If you sign an Area Development Agreement, in addition to the Initial Franchise Fee for your first TSG Restaurant, you must also pay a non-refundable development fee equal to $12,500 multiplied by the number of TSG Restaurants you commit to develop under the Area Development Agreement. The Initial Franchise Fee you are required to pay for each TSG Restaurant will be the amount stated in the then- current Franchise Agreement executed in accordance with your development schedule, less $12,500.~~

~~You will pay the Initial Franchise Fee (less the $12,500 already paid) each time you sign a Franchise Agreement for each TSG Restaurant you develop according to the development schedule contained in your Area Development Agreement. The Franchise Agreement you sign for each TSG Restaurant will be the then-current standard Franchise Agreement, which may contain terms and conditions materially different from your original Franchise Agreement including but not limited to a higher Initial Franchise Fee. You must sign your first Franchise Agreement when you sign the Area Development Agreement.~~

~~All fees paid to us pursuant to an Area Development Agreement are deemed fully earned upon receipt by us and are non-refundable.~~

ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty[1]	5% of Gross Sales[2]	Payable Thursday of each week for Gross Sales during the preceding week.	We will charge this fee via an authorized ACH payment.[3] See note 2 below for the definition of "Gross Sales."
National Advertising Fund Contribution [4]	2% of Gross Sales for the preceding week	Payable Thursday of each week for Gross Sales during the preceding week.	We may furnish you with marketing, advertising and promotional materials at cost, plus any related administrative, shipping, handling and storage charges. If your TSG Restaurant participates in a local advertising cooperative and pays the Local Advertising Fee, then the National Advertising Fund Contribution will not exceed 1% of your Gross Sales. We will charge this fee via an authorized ACH payment.
Local Advertising Fee[5]	2% of your Gross Sales for the preceding week	Payable Thursday of each week for Gross Sales during the preceding week.	See notes below.
Transfer Fee – Franchise Agreement[6]	50% of the then-current Initial Franchise Fee	Upon the transfer of your Franchise to transferee	See notes below.
~~Transfer Fee – Area Development Agreement~~	~~$5,000~~	~~Submitted with transfer application~~	~~No fee charged to an individual that transfers its rights, one time only, to a corporate entity controlled by the same interest holders.~~
Renewal Fee	50% of the then-current Initial Franchise Fee	30 days prior to renewal	In order to exercise your renewal option under the Franchise Agreement, you must pay a Renewal Fee equal to 50% of the then-current Initial Franchise Fee.

~~Type of Fee~~	~~Amount~~	~~Due Date~~	~~Remarks~~
Interest on Late Payments	Highest rate of interest permitted by law not to exceed 1.5% per month	As incurred	This interest rate applies to any money you owe us after the due date and the interest will charged until the amounts are paid in full. Interest is in addition to any late fees and service charges.
Service Charges and Non-Sufficient Funds Fee([7])	$50 for late payments and NSF checks	Upon demand	See notes below.
Payment Service Fees	Up to 4% of total charge	As incurred	If payment is made to us or our affiliates by credit card for any fee required we may charge a service charge of up to 4% of the total charge.
Customer Satisfaction Reimbursement	~~Varies under the circumstances~~Amount of customer refund, plus an administrative fee up to $100.	As incurred	We may, in our sole discretion, remedy any issues with customers of your TSG Restaurant, which may include refunding to the customer any amounts the customer paid to you. You are required to reimburse us for any such refunds we issue~~.~~, plus an administrative fee up to $100.
Initial Training	No charge for the first 4 attendees; thereafter $100 per day per attendee	30 days after billing	There is no charge for the first 4 people to attend the initial training. For each additional person, we will charge this fee. Training may last up to three to four weeks. You are also responsible for personal expenses, including travel, food and lodging costs.
Indemnification([8])	All losses and expenses as incurred	As incurred	You must pay for any expenses or losses that we or our representatives incur related in any way to your Franchise(s) and TSG Restaurant(s).

~~Type of Fee~~	~~Amount~~	~~Due Date~~	~~Remarks~~
Supplier Approval Charge	Will vary under the circumstances	30 days after billing	This charge will not be more than the costs of inspection and testing.
Legal Costs and Professional Fees	Will vary under the circumstances	As incurred	You must pay all costs reasonably incurred in enforcing the Franchise Agreement, defending and/or settling matters other than liabilities caused by Franchisor's own gross negligence or willful action.
Audit Fee([9])	Cost of audit plus interest on the underpayment at the highest rate of interest permitted by law not to exceed 1.5% per month	Due immediately upon your receipt of written notice form us if the audit shows an understatement of Gross Sales of 2% or more	We have the right to have an audit made of your records and conduct a physical inventory. If any inspection discloses an understatement of any reported amount of any type, in any report, of 2% or more of Gross Sales, you will, in addition to paying us the amount of the understatement, reimburse us for all expenses of the audit and inspection (including reasonable accounting and attorneys' fees and costs).
Financial Statements([10])	Variable	Monthly, Quarterly and Annually	See notes below.
Alteration Costs([11])	Variable	Every 5 years	See notes below.
Lump Sum Fee([12])	Will vary under the circumstances	As incurred	Immediately upon termination or expiration of the Franchise Agreement, you must pay all sums, fees, or charges owed to us or our affiliates.
~~Lump Sum Fee[12]~~Liquidated Damages	Will vary under the circumstances	As incurred	~~Immediately upon termination or expiration of the Franchise Agreement, Franchisee shall pay to Franchisor and its Affiliates all sums, fees, or charges owed to Franchisor or its affiliates.~~If the Franchise Agreement is terminated prior to its expiration because of your default, you will pay to us the net present value of royalty fees, National Advertising Contributions and any other required advertising contributions

			that would have become due from the date of termination to the earlier of (a) the scheduled expiration date of the Franchise Agreement or (b) the three (3) year anniversary of the date of termination. Royalty fees, National Advertising Contributions and any other required advertising contributions will be calculated based on Gross Sales of your TSG Restaurant for the 12 months of operations preceding the date of termination. If you have not operated your TSG Restaurant for at least 12 months prior to the date of termination, royalty fees, National Advertising Contributions and any other required advertising contributions will be calculated based on the average monthly Gross Sales of all TSG Restaurants during our fiscal year immediately preceding the date of termination.
Non-Compliance	$250 for deviations from our operations requirements set forth in the Manual	As incurred	If you deviate from our operational requirements, we may charge you $250 for each deviation to compensates us for administrative and management costs, not for our damages due to your default.

~~Type of Fee~~	~~Amount~~	~~Due Date~~	~~Remarks~~
~~Liquidated Damages~~	~~Will vary under the circumstances~~	~~As incurred~~	~~If the Franchise Agreement is terminated prior to its expiration because of your default or by you without cause, you will pay to us the net present value of royalty fees, National Advertising Contributions and any other required advertising contributions that would have become due from the date of termination to the earlier of (a) the scheduled expiration date of the Franchise Agreement or (b) the three (3) year anniversary of the date of termination. Royalty fees, National Advertising Contributions and any other required advertising contributions will be calculated based on Gross Sales of your TSG Restaurant for the 12 months of operations preceding the date of termination. If you have not operated your TSG Restaurant for at least 12 months prior to the date of termination, royalty fees, National Advertising Contributions and any other required advertising contributions will be calculated based on the average monthly Gross Sales of all TSG Restaurants during the Franchisor's fiscal year immediately preceding the date of termination.~~
~~Non-Compliance~~	~~$250 for deviations from our operations requirements set forth in the Manual~~	~~As incurred~~	~~If you deviate from the operational requirements set forth in our Manual, we may charge you $250 for each deviation to compensates us for administrative and management costs, not for our damages due to your default.~~

Notes:

All fees described in this Item that are paid to us or our affiliates are uniform and not refundable under any circumstances once paid. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. Unless otherwise designated by us, we currently require you to pay fees and other amounts due to us or our affiliates through electronic funds transfer via automated clearing house ("ACH") or other similar means. You are required to complete the ACH authorization (in the form attached to the Franchise Agreement). We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement.

1. *Royalty*. In addition to the Initial Franchise Fee, you are required to pay to us a continuing non- refundable weekly royalty fee for each of your TSG Restaurants in an amount equal to 5% of your Gross Sales, as the term is defined in Note 2.

~~2.~~ *Gross Sales*. "Gross Sales" means all sales generated through your TSG Restaurant, including fees for any and all services you perform, whether for cash or credit (regardless of collectability) and billings of every kind related to your TSG Restaurant, including revenues from the sale of merchandise of proprietary products or clothing, delivery and catering not included in the price of menu items, use of vending machines, your proceeds from business insurance, all amounts you receive in connection with your TSG Restaurant's relocation from, or closure at, its premises and all amounts from selling or issuing gift or loyalty cards (except our TSG gift card), but excludes (i) taxes collected from customers and actually paid to taxing authorities, (ii) revenue from selling or issuing TSG gift cards (but your revenue from selling products and services to customers using those cards for payment is included in Gross Sales), (iii) revenue from the sale of equipment used in the operation of the TSG Restaurant, (iv) any documented refunds, credits, and discounts your TSG Restaurant in good faith gives customers (if those amounts originally were included in calculating Gross Sales).

~~3.~~2. *Payment*. The Royalty Fee and the National Advertising Fund Contribution are non-refundable and will be paid weekly to us, payable on the day of the week we periodically designate via ACH or other similar means that we select under the Franchise Agreement or the Manual.

~~4.~~3. *National Advertising Fund Contributions*. These funds will be collected by us. This weekly advertising fee may be raised by a majority vote of all franchisees within the System. This fee will be 2% of your Gross Sales.

~~5.~~4. *Local Advertising*. These funds will be collected by us. This weekly advertising fee may be raised by a majority vote of all franchisees within the System. This fee will be 2% of your Gross Sales. This money will be spend on local marketing.

~~6.~~5. *Transfer*. If we exercise our right to purchase your franchise pursuant to our right of first refusal, the transfer fee will be waived. No transfer fee will be charged if you transfer your interest to a shareholder, partner or member of an entity that is an existing franchisee under the Franchise Agreement, an existing franchisee under the Franchise Agreement, or an entity for which you own at least 51% of the total ownership interest; however, you may be required to reimburse us for any legal, accounting or other professional fees that we incur in approving your transfer.

~~7.~~6. *Insufficient Funds*. We have the right assess service charges for any checks that are returned for insufficient funds and late charges if permitted by applicable law.

~~8.~~7. *Indemnification*. Under the Franchise Agreement, you are obligated to indemnify us from all losses and expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether the same is reduced to judgment) or any settlement thereof which arises out of, or is based upon any of the items listed in the section of the Franchise Agreement labeled "Indemnification."

~~9.~~8. *Audit Fee and Related Financial Reporting Obligations*. We have the right to audit the books and records of your TSG Restaurant. Audits will be conducted at our expense, unless an audit discloses an understatement in any report of 2% or more, in which case you must pay for any and all costs and expenses incurred by us in connection with the audit (including reasonable accountants' and attorneys' fees), together with interest on the undisclosed or under-reported sums at the highest rate permitted by law, not to exceed 1.5% per month, which will be payable immediately upon your receipt of written notice from us. All such audit fees, costs and expenses, as well as the interest thereon, are non-refundable.

~~10.~~9. *Financial Statements*. You will be required to provide us with monthly, quarterly and annual financial statements of the previous fiscal year certified by one of your officers. Upon our request, you must also provide us with monthly financial statements. The cost of preparation of these financial statements will be borne by you.

~~11.~~10. *Renovation*. Once every five years, you will be required to make such major alterations to your TSG Restaurant as we may require, according to our then-current standards and at your own expense, so as renovate, refurbish and modernize your TSG Restaurant.

~~12.~~11. *Lump Sum Fee.* Upon termination or expiration of your Franchise Agreement, you must immediately pay to us and our Affiliates all sums, fees or charges owed to us or our Affiliates.

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ITEM 7

: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Paid
Initial Franchise Fee[1]	$~~25~~30,000	Lump Sum	Upon signing of the Franchise Agreement	Franchisor
Opening Inventory	$7,500 to $~~15~~10,000	Lump Sum	Prior to opening	Various Approved Suppliers
Lease Deposit[2]	$1,500 to $~~15~~10,000	Lump Sum	Upon signing of a lease, if applicable	Third Parties
Lease Rental Payments[3]	$3,500 to $~~12~~10,000	As incurred	As incurred	Third Parties
Utility Installation and Deposits[4]	$1,000 to $5,000	As Incurred	As Incurred	Third Parties
Leasehold Improvements[5]	$100,000 to $~~300~~275,000	As Incurred	As Incurred	Third Parties
Grand Opening Advertising and Marketing[6]	$10,000 to $15,000	Lump Sum	90 days prior to opening	Advertising Agencies
Insurance[7]	$1,200 to $7,000	Lump Sum or Payment Schedule	Prior to opening	Third Parties
Office Equipment and Supplies	$2,500 to $5,000	As Incurred	As Incurred	Third Parties
Equipment Package[8] (*furniture, fixtures, equipment, POS system, graphics package, signage*)	$120,000 to $170,000	Lump Sum	Before Opening	Contractors or Approved Suppliers
Training Expenses[9]	$1,500 to $7,500	As Incurred	Prior and During Opening	Third Parties
Professional Fees, Licenses and Permits[10]	$10,000 to $~~24~~18,000	As Incurred	As Incurred	Third Parties
Additional Funds – 3 Months[11]	$35,000 to $75,000	As Incurred	As Incurred	Third Parties

~~Type of Expenditure~~	~~Amount~~	~~Met[…] o[…] Payn[…]~~
Estimated Total(12)	**$~~318~~323,700 to ~~$675~~ $637,500**	

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your TSG Restaurant. We do not offer direct or indirect financing for these items. None of the fees payable to us are refundable. Fees paid to vendors or other suppliers may or may not be refundable depending on their policies or your arrangements with them.

~~1.~~ Your Initial Franchise Fee is $~~25,000 and is non-refundable. If you are an honorably-discharged~~

1. 30,000 and is non-refundable. The amount stated in the Table is for one TSG Restaurant operated pursuant to a single Franchise Agreement. If you sign the Multi-Unit Development Agreement, you will pay a Development Fee equal to the Initial Franchise Fee, plus $15,000, for each additional TSG Restaurant you agree to develop. No separate initial investment is required when you sign the Multi-Unit Development Agreement. If you are an honorably-discharged U.S. military veteran (or if you are an entity and the owner of at least 51% of your equity is an honorably-discharged U.S. military veteran) and have provided us with sufficient proof of the same in the form as we may reasonably require, we will offer you a 50% discount off your Initial Franchise Fee for your first TSG Restaurant. ~~If for any reason, you do not have a signed lease for your TSG Restaurant within six months after signing your Franchise Agreement or you do not open your TSG Restaurant within six months after you sign your lease (unless otherwise provided in the lease or as extended by us), we may terminate your Franchise Agreement at any time thereafter by giving you written notice. We describe your Initial Franchise Fee and Area Development Fee, and when these fees are due in Item 5. No separate initial investment is required when you sign the Area Development Agreement.~~

2. These figures presume that you will be leasing your premises. You will need to lease a site of approximately 1,~~800~~600 to 2,~~400~~200 square feet. We may allow or require variations to this size under certain circumstances. Your landlord will typically require a security deposit equal to one or two months' rent and may, in addition, require payment in advance of the first and/or last (or more) month's rent. These figures provide the estimated amount of the security deposit for a location meeting our typical size requirements.

3. Again, these figures presume that you will be leasing your premises and that your premises is approximately 1,~~800~~600 to 2,~~400~~200 square feet. The expense of leasing will vary depending upon the size of the premises, its location (for example, downtown, mall, suburban or rural), landlord contributions and the requirements of individual landlords. The estimated total initial investment shown in the chart above includes three months' rent for your initial period of operation.

4. This item does not include utility deposits. In some areas, some utility companies do not require utility deposits. Where required, these deposits may be refundable by the utility providers.

5. The cost of leasehold improvements will vary depending on numerous factors including the size and configuration of the premises and pre-construction and construction costs. The low end of this range presumes that (i) the premises was formerly used as a restaurant and therefore the space is finished and outfitted with many of the fixtures necessary for the operation of a TSG Restaurant, and/or (ii) your landlord will provide a partial build-out allowance.

6. You must conduct an advertising campaign to promote the grand opening of your TSG Restaurant (sometimes referred to in this Franchise Disclosure Document as the "Franchised Business"). The advertising and marketing expenditure listed here is deposited with us and paid by us on your behalf to third-party advertising agencies. This is a part of your initial investment. In contrast, Item 6 refers to National Advertising Fund Contributions that are ongoing payments made to us for furnishing marketing, advertising and promotional materials.

7. The insurance you must maintain is described in Item 8. Our estimate does not include other insurance policies you may have to maintain under the terms of your lease or as may be required by other third parties. The unearned portions of the insurance premiums are generally refundable depending on your carrier.

8. This sum includes all necessary equipment and fixtures, signs, beverage systems, menu display boards, cash registers, other computer equipment and software and related items.

9. Travel, lodging, meals and other living expenses while attending The Simple Greek training programs are not included in the fees you pay to us. At the present time, we provide initial training of approximately three to four weeks duration, although the length of training may change at our discretion. We provide training at our principal certified training center located in Dresher, Pennsylvania, and other geographical areas we may select from time to time. A minimum of two (and up to four) managerial employees must attend initial training. One attendee must be an operating partner, who must own at least 25% of the equity of a franchisee entity. These amounts do not include any fees or expenses for training any other personnel. There is no charge for the first four attendees to attend initial training; thereafter there is $100 per day per attendee charge.

10. This expense includes architectural fees, legal fees, accounting services, licenses, permits and administrative expenditures.

11. This is an estimate, based on our experience of opening and operating TSG Restaurants, of your working capital requirements for the first three months of operations. New businesses often generate a negative cash flow. Working capital for the first three months is estimated to range between $35,000 to $75,000 and includes general operating expenses, such as supplies, food and beverage products, packaging, payroll, payroll expenses, rent, royalties, advertising, utilities, insurance, pest control, security, repairs, maintenance and complimentary sales and other costs. These figures are estimates and we cannot assure you that you will not have additional expenses in starting your TSG Restaurant. Your actual cost will depend on factors including without limitation your management skill, experience, and business acumen, local economic conditions, the local market for your TSG Restaurant, wage and labor rates, competition in the market place, the local market for your products and the sales level reached during the start-up phase. These amounts do not include any estimates for any debt service.

12. We relied on our owners' and personnel's extensive experience of over 30 years in the restaurant business to compile these estimates. Except as otherwise noted, none of these payments are refundable. These payments are only estimates and your costs may be higher, depending on your particular circumstances. You should review these figures carefully with a business advisor, accountant or attorney before making any decision to purchase a Franchise. We do not offer any financing for your initial investment. The availability and terms of financing with third-party lenders will depend on factors such as the availability of financing generally, your credit- worthiness and policies of lending institutions concerning the type of business to be operated.

ITEM 8

: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

To ensure that uniform and high standards of quality and service are maintained, you must operate your TSG Restaurant in strict conformity with our methods, standards and specifications, which are identified in the Manual. You must not deviate from these methods, standards, and specifications without our prior written consent, which may be withheld in our sole discretion, or otherwise operate in any manner that reflects adversely on our Marks or the System. The Manual sets forth our specifications, standards, and guidelines for all goods and services we require you to obtain in establishing and operating your TSG Restaurant.

We may notify you of new or modified specifications, standards, and guidelines through periodic amendments or supplements to the Manual or through written communication (including electronic communication). We will issue copies of our standards and specifications to you and to approved and proposed suppliers, unless these standards and specifications contain our confidential information.

Required and Approved Products and Suppliers

You must purchase goods, services, supplies, fixtures, equipment and inventory only from suppliers we have approved ("Approved Suppliers"), who may have their own terms and conditions of sale. The Manual will contain a list of Approved Suppliers. You are prohibited from buying or selling goods, services, supplies, fixtures, equipment or inventory from or to any other current or former The Simple Greek franchisee without notifying us and receiving our written authorization, which we may withhold in our sole discretion. We may, in certain circumstances, have used equipment available and may offer such equipment to you at discounted prices. You must purchase, install, maintain in sufficient supply, and use, only fixtures, furnishings, equipment, signs, and supplies that conform to the standards and specifications described in the Manual or otherwise in writing. Other than the requirements above and as set forth in the Manual, you are not obligated to purchase or lease any goods, services, supplies, fixtures, equipment, inventory or real estate from us or any other specifically designated source.

We formulate and modify, at our sole discretion, specifications and standards we impose on franchisees and suppliers. Specifications and standards are issued to franchisees through the Manual or through written communication (including electronic communication), and to suppliers by written agreement. If you desire to use an alternate supplier, you must make a written request to us for approval, which approval will not be unreasonably withheld. Our approval for such a request must be given in writing.

Site Selection

You must select a site for your TSG Restaurant that conforms to our standard site selection criteria set forth in the Manual and which we ultimately accept or reject in our sole discretion based upon our prior experience and expertise in operating TSG Restaurants.

Lease of Premises

We have the right to approve the terms of any lease or sublease for your TSG Restaurant premises. We will authorize you to execute a lease with the owner of the premises that is acceptable to both you and us only if you and the landlord execute an Addendum of Lease attached as Exhibit B to the Franchise Agreement and a Collateral Assignment of Lease attached to the Addendum to Lease, in favor of us, or alternatively provide similar language in the executed lease. Any lease that you sign must be exclusively for the operation of a TSG Restaurant and must provide, either through the Addendum of Lease or Collateral Assignment of Lease or under similar terms in the lease, that upon termination or expiration of the franchise, for any reason, we will have the right, but not the obligation, to assume the lease, and replace you as tenant. You must agree to sign any documents required to assign the lease to us or our designee. Our approval of your lease or sublease does not mean that we have passed judgment on the legality, economics or rental terms of the lease.

Development of the Premises

You are responsible for developing your TSG Restaurant and for all expenses associated with it. Promptly after obtaining possession of the site for your TSG Restaurant, you must obtain all required zoning changes, and all required building, driveway, utility, health, sanitation and sign permits. You also must complete development of, and have your TSG Restaurant ready to open and begin operations within a reasonable time, but not more than six months after you sign your lease. We may, however, in our sole discretion, extend this period for matters not within your control or for other mutually agreed upon grounds, or for a shorter or longer period as specified in the lease. We must inspect and approve your TSG Restaurant before opening.

Purchase or Lease of Equipment, Furniture, Fixtures and Signs

The furniture, fixtures, equipment and exterior and interior signs required for your TSG Restaurant must conform to our specifications, which may include minimum standards for delivery, performance, designs and appearance, and local zoning, signage and other restrictions. You must purchase or lease original and replacement furniture, fixtures, equipment, and signage meeting our specifications from sources that we have approved in writing. You must notify us, before dealing with any sources that we have not previously approved, and we may require submission of sufficient specifications, photographs, drawings and/or information and samples to determine whether those items meet our specifications. We, at our sole option, may provide you with specifications and minimum standards for all, or portions of, your TSG Restaurant's construction, design and layout, which you must follow.

Products, Supplies and Materials; Approval of Alternative Products and Suppliers

Your TSG Restaurant may use and/or offer for sale only food products, beverages, ingredients, uniforms, packaging materials, menus, forms, labels and other supplies from Approved Suppliers or other suppliers that we have approved in writing. None of our officers owns an interest in any of the Approved Suppliers except as set forth in this paragraph. You must purchase your graphic package from Precise Graphix, LLC, of Allentown Pennsylvania. Our affiliate, ML Manufacturing, LLC, owns a one-third membership interest in Precise Graphix, LLC.

We may periodically update the list of Approved Suppliers in the Manual or through written communication (including electronic communication). If you want to purchase any items from a supplier other than us or a supplier who we have approved, you must submit to us a written request for approval, or request that the supplier submit the request. These requests must contain a covenant to conform, at all times, to our standards and specifications in effect from time to time.

We may require, as a condition of the supplier's approval, that our representative be permitted to inspect its facilities, and that it deliver samples, at our option, to us for testing. The samples must demonstrate, to our sole satisfaction, an ability to meet our standards and specifications. Either you or the supplier seeking approval must pay us a charge, to be not more than the cost of the inspection and testing, and we will not be liable for damage to any sample that may result from the testing process.

The supplier must also demonstrate to us the existence of quality controls, and the financial and managerial capacity to supply your needs promptly and reliably. We reserve the right, and the supplier must agree, as a condition to our approval, at our option, to allow us to re-inspect the facilities and to retest the products at any time, without prior notice and without liability, and regardless of any contractual arrangement between you and the supplier. We generally will notify you of your approval or disapproval of a supplier you propose within 30 days after you submit the necessary information to us. We may revoke our approval at any time if the supplier fails to continue to meet our criteria.

We reserve the right to be either the sole source of supply, or the sole designator of supplies that will provide food products, ingredients or mixes involving trade secrets, confidential formulae or confidential recipes. We will have no obligation to release any trade secret, confidential formula or confidential recipe to you or any other supplier. We have the right to profit from those sales.

We estimate that the purchase of supplies, equipment, inventory, fixtures, goods, services and products from us or our designated or Approved Suppliers, or those meeting our standards and specifications, will be 90% of your total initial cost and between 50% to 70% of the total ongoing costs to operate your Franchise.

Cooperatives

We do not have any purchasing or distribution cooperatives as of the Issuance Date of this Franchise Disclosure Document. We do not provide material benefits, such as renewing or granting additional franchises, to franchisees based on their use of designated or Approved Supplier's products or services.

Negotiated Prices

We may negotiate purchase arrangements with other suppliers and distributors for the benefit of our franchisees. We currently negotiate purchase arrangements with Dovetail Systems Inc., including price terms, for the Gusto POS system.

Specifications, Standards and Procedures

You agree to operate your TSG Restaurant exclusively as a The Simple Greek franchise, in strict conformity with the Manual. You must not engage in any other type of business at your TSG Restaurant location. You must equip, maintain, staff and operate your TSG Restaurant strictly in accordance with the methods, procedures and techniques we, from time to time, establish in the Manual or otherwise. You must maintain your TSG Restaurant, and its appearance, in a clean and orderly manner, consistent with the operation of a quality TSG Restaurant, and in accordance with our directives, which we deem necessary in our sole discretion to protect the standards of quality and uniformity we establish for the System. You also must conform to all standards of quality and service that we prescribe to sustain the goodwill and prestige that the Marks enjoy with the public.

We reserve the right, in our sole discretion, to modify the System and the Manual from time to time, including without limitation the adoption and use of new or modified logos, trade names, service marks or copyrighted materials, new food items, new products, new techniques or new equipment. You recognize our right to make any such modifications or changes and you agree to accept, implement, use and display such changes and modifications at your expense. You agree that you will make all changes or modifications that we may require from time to time, within a reasonable time after notice from us.

Advertising by Franchisee

You may not engage in any advertising program or use any other advertising, including local advertising placed on television, print, internet, social media or any other media, or prepare or use any marketing materials, unless we have approved such advertising in writing, or we have provided otherwise in the Franchise Agreement or the Manual.

Insurance

You must maintain in force all risk property insurance on contents including improvements and betterments in amount equal to 100% replacement value, commercial general liability insurance, to include personal injury, products liability and employers non-ownership automotive coverage, liquor law legal liability, if your TSG Restaurant sells alcoholic beverages, workers' compensation and employers' liability, loss of income insurance (in an amount sufficient to cover the royalty and advertising fees due under the Franchise Agreement, for a period of at least six months) and, if required, rental value insurance (in an amount sufficient to cover the rents and other fees due the landlord under the lease, if any, during any period of business interruption or inability to operate your TSG Restaurant) or such greater amounts of insurance as required by the lease for your TSG Restaurant. All insurance policies must be issued by carriers we have approved and who are authorized to do business in the state where your TSG Restaurant is located, must contain the types and minimum amounts of coverage, exclusions and maximum deductibles as we prescribe from time to time, must name us as additional insured, must provide for 30 days' prior written notice to us of any material modification, cancellation or expiration of such policy and must include all other provisions we may require from time to time.

Computer Equipment

You must purchase or lease a computer or electronic cash register (POS) and software program that we approve. You may not use any hardware and/or software in the operation of your TSG Restaurant (unless otherwise required by the Franchise Agreement or the Manual) without our prior approval, which approval we may withhold in our sole discretion.

Revenue from Franchisee Purchases

~~For the fiscal year ended December 31, 2017, we did not derive any revenue from franchisees' leases or purchases of products or services from us. In addition, none of our affiliates derived revenues from franchisees' leases or purchases.~~

We and/or our affiliates may receive payments or other compensation from approved suppliers on account of the suppliers' dealings with us, you, or other TSG Restaurants, such as rebates, commissions or other forms of compensation. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We and/or our affiliates may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us and our franchisees. Some third-party vendors may contribute advertising allowances to the National Advertising Fund. ~~During our fiscal year ended December 31, 2016, no third-party vendors made contributions to the National Advertising Fund.~~

During our fiscal year ended December 31, ~~2017~~2018, we earned total rebates from vendors of $~~26,872.04~~ 36,628 from franchisee purchases, or approximately ~~6.7~~3.1% of our total revenues. This figure was taken from our audited financial statement.

ITEM 9: FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and other agreements. It will help you to find more detailed information about your obligations in these agreements and in other Items of this Franchise Disclosure Document.

~~**In the table below, the following abbreviations have these meanings: FA means the Franchise Agreement and ADA means the Area Development Agreement.**~~

Obligation	Section or Article in Franchise Agreement	Section or Article in Multi-Unit Development Agreement	Item in Franchise Disclosure Document ~~Item~~
a. ~~a.~~Site Selection and Acquisition/Lease	~~Site selection and acquisition/lease~~ 1.1	~~FA - Section 1.1 ADA Section III~~III	~~Item~~ 11
b. ~~b.~~Pre-Opening Purchase/Leases	~~Pre-opening purchases/leases~~ 3.1, Article IX, 10.3, 10.9	Not Applicable~~FA - Sections 3.1, 10.3 and 10.9 and Article IX~~	~~Items 5 and~~ 7, 11
c. ~~c.~~Site Development & other Pre-Opening Requirements	~~Site development and other pre-opening requirements~~1.1, 1.2, 3.4, 5.5, 8.1, 8.2, 17.2	~~FA - Sections 1.1, 1.2, 3.4, 5.5, 8.1, 8.2 and 17.2~~Not Applicable	~~Items 5, 6, 7, 8 and~~ 11
d. ~~d.~~Initial and Ongoing Training	Article VIII~~Initial and ongoing training~~	~~FA - Article VIII~~Not Applicable	~~Item~~ 11
e. ~~e.~~Opening	~~Opening~~15.2(a)	~~FA - Section 15.2(a)~~Not Applicable	~~Items~~ 8 and 11
f. Fees~~f.~~	2.2, 3.1, 3.2, 3.3, 3.4, 3.5, 4.4, 4.7, 8.2, 8.4, 10.1, 10.4, 10.6, 14.3(m), 14.5, 14.11 ~~Fees~~	~~FA - Sections 2.2, 3.1, 3.2, 3.3, 3.4, 3.5, 4.4, 4.7, 8.2, 8.4, 10.1, 10.4, 10.6, 14.3(m), 14.5 and 14.11~~ ~~ADA – Sections~~ II and III	~~Items~~ 5 and 6
g. ~~g.~~Compliance with Standards and Policies/Operating Manual	Article VII~~Compliance with standards and policies/Operating Manual~~	~~FA –~~ Not Applicable~~Article VII~~	~~Items 8 and~~, 11
h. ~~h.~~Trademarks and Proprietary Information	Article V~~Trademarks and proprietary information~~	~~FA –~~ VII~~Article V ADA – Section VII~~	~~Items~~ 13 ~~and~~, 14

Obligation	Section or Article in Franchise Agreement	Section or Article in Multi-Unit Development Agreement	Item in Franchise Disclosure Document ~~Item~~
i. Restrictions on Products/Services Offered	Article X	VII	8, 16
j. Warranty and Customer Service Requirements	10.10	Not Applicable	11
k. Territorial Development and Sales Quotas	1.3	III and Exhibit B	12
l. Ongoing Product/Service Purchases	10.3	Not Applicable	8
m. Maintenance, Appearance and Remodeling Requirements	7.1, 9.2, 9.3, 10.1, 10.10	Not Applicable	Item 11
n. Insurance	Article 11	Not Applicable	8
o. Advertising	10.6	Not Applicable	11
p. Indemnification	18.2	XIV	6
q. Owner's Participation, Management, Staffing	6.1, 10.7, 10.8, 13.1	Not Applicable	15
r. Records /Reports	Article IV	Not Applicable	6
s. Inspections and Audits	4.5, 4.7, 9.4, 10.3	XII	8
t. Transfer	Article XIV	11	17
u. Renewal	2.2, 2.3	V	17
v. Post-Termination Obligations	16.1	X	17
w. Non-Competition Covenants	13.2, 13.3, 13.4, 13.5	XII	14, 15, 17
x. Dispute Resolution	Article XXIII	XIX	17
y. Guaranty	Article VI	Not Applicable	15

~~Obligation~~		~~Section in Franchise Agreement~~	~~Disclosure Document Item~~
~~i.~~	~~Restrictions on products/services offered~~	~~FA - Article X~~ ~~ADA – Section VII~~	~~Item 16~~
~~j.~~	~~Warranty and customer service requirements~~	~~FA - Section 10.10~~	~~Item 11~~
~~k.~~	~~Territorial development and sales quotas~~	~~FA - Section 1.3~~ ~~ADA – Section III and Exhibit B~~	~~Item 12~~
~~l.~~	~~Ongoing product/service purchases~~	~~FA - Section 10.3~~	~~Item 8~~
~~m.~~	~~Maintenance, appearance and remodeling requirements~~	~~FA - Sections 7.1, 9.2, 9.3, 10.1 and 10.10~~	~~Item 11~~
~~n.~~	~~Insurance~~	~~FA - Article XI~~	~~Item 8~~
~~o.~~	~~Advertising~~	~~FA - Section 10.6~~	~~Item 11~~
~~p.~~	~~Indemnification~~	~~FA - Section 18.2~~ ~~ADA – Section XIV~~	~~Item 6~~
~~q.~~	~~Owner's participation/management/staffing~~	~~FA - Sections 6.1, 10.7, 10.8, and 13.1~~ ~~ADA – Section VII~~	~~Item 15~~
~~r.~~	~~Records/reports~~	~~FA - Article IV~~	~~Item 11~~
~~s.~~	~~Inspections/audits~~	~~FA - Sections 4.5, 4.7, 9.4, and 10.3~~ ~~ADA – Section XII~~	~~Item 8~~
~~t.~~	~~Transfer~~	~~FA - Article XIV~~ ~~ADA – Section XI~~	~~Item 17~~

~~Obligation~~		~~Section in Franchise Agreement~~	~~Disclosure Document Item~~
~~u.~~	~~Renewal~~	~~FA - Sections 2.2 and 2.3~~ ~~ADA - Section V~~	~~Items 6 and 17~~
~~v.~~	~~Post-termination obligations~~	~~FA - Section 16.1~~ ~~ADA – Section X~~	~~Item 17~~
~~w.~~	~~Non-competition covenants(1 & 2)~~	~~FA - Sections 13.2, 13.3, 13.4 and 13.5~~ ~~ADA – Section XII~~	~~Items 14, 15 and 17~~
~~x.~~	~~Dispute resolution~~	~~FA - Article XXIII~~ ~~ADA – Section XIX~~	~~Item 17~~
~~y.~~	~~Other: Guarantee of franchisee obligations~~	~~FA - Article VI~~	

~~Notes:~~

1. ~~Each individual who owns a 10% or greater interest in a franchisee that is a business entity must sign a Guaranty and Assumption of Franchisee's Obligations agreeing to discharge all obligations of the franchisee under the Franchise Agreement. The Guaranty and Assumption of Franchisee's Obligations is attached to the Franchise Agreement as Exhibit H.~~

2. ~~Each individual who owns an interest in a franchisee that is a business entity, and any individual that is a manager, supervisory and principal employee of the franchisee, must sign a nondisclosure and noncompetition agreement in form attached as **Exhibit D-2** to this Franchise Disclosure Document.~~

ITEM 10: FINANCING

We do not offer 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 Assistance

~~Area~~Multi-Unit Development Agreement

After the ~~Area~~Multi-Unit Development Agreement is signed we or our designees will:

1. Grant you certain rights to a Development Area within which you will assume the responsibility to establish and operate an agreed-upon number of TSG Restaurants under separate Franchise Agreements (~~Area~~Multi-Unit Development Agreement, Section 1.1).

2. Review site selection for conformity to our standards and if the site meets our criteria, approve the site for a TSG Restaurant (~~Area~~Multi-Unit Development Agreement, Section VIII).

3. Provide you with standard specifications for building and furnishing your TSG Restaurant (~~Area~~Multi-Unit Development, Section VIII).

4. Review your site plan and final build-out plans and specifications for conformity to our standards and specifications (~~Area~~Multi-Unit Development Agreement, Section VIII).

~~4.~~

Franchise Agreement

After the Franchise Agreement is signed and before you open your TSG Restaurant, we or our designees will:

5. Grant you the right to use the Marks in connection with your TSG Restaurant (Franchise Agreement, Section 5.1).

6. Provide you location research and assistance in selecting your site, including real estate and demographic analysis, as we deem advisable, subject to the availability of our personnel (Franchise Agreement, Section 9.2(a) and Franchise Business Rider).

7. Designate a Protected Territory for your TSG Restaurant (Franchise Agreement, Section 1.3, Franchise Business Rider, Protected Territory, and Exhibit ~~Area~~C Developer Agreement).

8. Provide typical floor plans and site build-out specifications for the construction of your TSG Restaurant and further assist you with the design and layout of your TSG Restaurant (Franchise Agreement, Section 9.2(d)).

9. Provide you (or, if you are not an individual, then your managing member, partner or officer of the franchisee business entity designated by you to participate personally in your TSG Restaurant) and up to three of your managers with initial training. (Franchise Agreement, Section 8.2(a)).

10. Make available to you, from time to time, such additional training programs as we, in our sole discretion, may choose to conduct. Attendance at additional training may be mandatory. The cost of conducting additional training (instruction and required materials) is borne by us. All other

expenses, including travel, meals and lodging and your employee wages, will be paid by you. (Franchise Agreement Section 8.3).

11. Provide pre-opening and grand opening assistance within your store with designated staff and our trainers. (Franchise Agreement, Section 8.4).

12. Counsel you on necessary start-up and inventory items and assist you with ordering your initial supplies and products that are necessary for commencement of operations (Franchise Agreement, Section 9.2(a)).

13. Give you online access to the Manual. The Table of Contents for the Manual is attached to this Franchise Disclosure Document as **Exhibit ~~G~~E** to this Franchise Disclosure Document (Franchise Agreement, Section 7.1).

Continuing Assistance

During your operation of your TSG Restaurant, we or our designees will:

1. Provide you periodic operating assistance with respect to the System, including improvements and other changes to the System as we deem advisable. This assistance may include advice and guidance regarding food preparation and supplying menus and food recipes, preparation and requirements, advertising and promotions and evaluating and testing new food developments (Franchise Agreement, Section 9.1).

2. Furnish you, from time to time, other manuals, business information and literature as we determine may be helpful in improving the operation of your TSG Restaurant, all which will be incorporated into and become a part of the Manual (Franchise Agreement, Article VII).

3. Provide you additional instructional and training materials that we determine may be helpful in improving the operation of your TSG Restaurant (Franchise Agreement, Section 8.4(b)).

4. At our discretion, we may administer a National Advertising Fund for the development of advertising and related programs and materials (Franchise Agreement, Section 3.2).

5. On a periodic basis as we deem advisable, conduct inspections of your TSG Restaurant and its operations and evaluate the methods employed (Franchise Agreement, Sections 5.6, 9.4 and 10.2(m)).

Time to Opening

It is estimated that the length of time between your signing the Franchise Agreement and signing the lease for your TSG Restaurant will be approximately three to six months. Factors affecting this length of time include your financing arrangements, availability of retail opportunities within your market, scheduling and your successful completion (in our determination) of the training program. If extenuating circumstances beyond your control exist, such as a delay in your ability to obtain a lease for your TSG Restaurant or your serious illness, we may (in our sole discretion) agree to extend that time period for an additional reasonable amount of time. Otherwise, we may terminate your Franchise Agreement for your failure to make a first sale through your TSG Restaurant within that time period.

Computer Systems

You must use the computer equipment and operating systems we require to track your food and beverage sales, and optionally your inventory. The following minimum specifications are required:

- Two currently-approved point of sale system workstations (Gusto cloud-based POS)
- Three thermal receipt printers
- Two cash drawers
- Two rear-facing customer displays
- Appropriate broadband internet connection
- One desktop or laptop computer and laser printer of your choosing

~~We will require you to purchase or lease two Gusto stations.~~ You must also purchase, lease and/or license the required dedicated telephone lines, printers, and other computer-related accessories or peripheral equipment as we specify from time to time. You may not use any hardware or software in the operation of your TSG Restaurant (except you may use a desktop or laptop computer of your choosing) without our prior approval, which approval may be withheld in our sole discretion.

We estimate the cost of purchasing this software and computer equipment to be between $5,500 and $6,500, plus installation costs of approximately $500~~, and an~~. You may have the option to lease the computer equipment directly from the vendor(s). The annual software subscription or license fee estimated to be between $2,700 and $3,000.

You must install and maintain equipment and a high-speed internet connection to permit your POS to link to the cloud. We have the right to independently access your electronic information through the cloud and to use your electronic information and data in any manner we deem necessary or desirable to promote or develop the System and the sale of franchises. There is no contractual limitation on our right to receive or use information we obtain from your Franchised Business. (Franchise Agreement, Section 10.9)

You must assist us or any of our designees in connecting your computer system with our computer system or the computer system of a third-party data collection service that we designate. We may retrieve and use the data and information from your computer system as we, in our sole discretion, deem desirable, and you must bear the cost of telephonic retrieval. In view of the contemplated interconnection of computer systems and the necessity that our systems be compatible with each other, you must purchase, lease and/or license any additional software or hardware necessary to complete the interconnection between your computer and our computer.

To ensure full operational efficiency and optimum communication capability between and among computer systems, you must, at your expense, keep your computer systems in good condition, and promptly install all additions, changes, modifications, substitutions or replacements to hardware, software, telephone and power lines, and other computer-related facilities, as we may direct from time to time. The cost to upgrade the hardware and maintain or upgrade the software of the computer system depends on the needs of the System, and technological developments, none of which we can predict at this time and which are subject to change. You may be required to upgrade your computer hardware approximately every two to three years due to improvements in the software, advances in technology, and memory requirements, and changes to the System. There is no limitation on the frequency or cost of this obligation. Other than as specified in this paragraph, neither we nor any affiliate or third-party vendor have any ongoing obligation to provide ongoing maintenance, upgrades or updates to your computer system. You must obtain and pay for your own technical support for the computer system.

Computer systems in general are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures, data related problems and attacks by hackers and other unauthorized intruders ("E-Problems"). We have taken reasonable steps to prevent E-Problems from materially affecting you. We do not guarantee that information or communication systems we or others supply will not be vulnerable to E-Problems. It is your responsibility to protect yourself from E-Problems. You should also take reasonable steps to verify that your suppliers, lenders, landlords, customers and governmental agencies on which you rely, have reasonable protection from E-Problems. This may include securing your systems (including firewalls, password protection and anti-virus systems), and to provide backup systems. (Franchise Agreement, Section 10.12) You must comply with all laws related to the operation of your TSG Restaurant, including those related to data security and privacy and you must comply with all payment card industry (PCI) data security standards.

Site Selection

You are responsible for locating a site for your TSG Restaurant, subject to our site selection process, review and acceptance. Your selection of a site for your TSG Restaurant is subject to our acceptance. Before leasing or purchasing the site for your TSG Restaurant, you must submit to us, in the form we specify, a description of the site, with other information and materials we may reasonably require. We will endeavor to approve or disprove the site within 15 days after we receive the information and materials to evaluate the proposed site. If we have not approved the site within 30 days, the site will have been automatically disapproved. If we disapprove of the proposed site, you must select another site, subject to our consent. If you do not sign a lease for the selected site within six months of the signing of the Franchise Agreement or open your TSG Restaurant for business within six months after signing your lease, you or we may terminate the Franchise Agreement. However, this time estimate may vary depending on numerous factors including location, acquisition or lease of a suitable site, construction schedules, and financing or delays caused by circumstances beyond your control. You agree to open and begin operation of your TSG Restaurant no later than 30 days following completion of the build out and equipping of your TSG Restaurant.

You also must submit for review and approval any sale or lease contract before you sign it. If we are unable to decide upon a mutually acceptable location, we will not grant you a Franchise.

We will consult with you on our current site selection guidelines and provide other site selection counseling, as we deem advisable. Although we will consult with you on your site and require that your site be subject to our final authorization, you have the ultimate responsibility in choosing, obtaining and developing the site for your TSG Restaurant.

You may not lease or purchase a site for your TSG Restaurant until after we have approved the site. The factors we consider in approving sites include but are not limited to location, size, suitability, layout, access and visibility of the proposed location, proximity to other businesses, location and nature of any competitors, population density and demographics, vehicle traffic, pedestrian traffic, existing tenant mix, parking convenience and any other factors that may be relevant to your market. The same site selection criteria will generally be applicable to all franchisees.

You must provide us with the following in connection with our evaluation of a proposed site: a letter of intent for your lease or purchase of the proposed site letter of intent, a complete site submittal workbook or similar materials in our designated form, pictures of the proposed site, a construction budget, traffic counts, a breakeven analysis, a copy of the proposed lease for any leased site any other materials we may request.

We will endeavor to respond within 15 days after receiving all of the above required materials from you. If we have not approved the site within 30 days, the site will have been automatically disapproved. Once we have approved your location, we will amend your Franchise Agreement to show the specific location as the only location where you are authorized to operate your TSG Restaurant, and will do the same for each additional TSG Restaurant you open.

You and the lessor will be required to agree to and sign the Addendum to Lease attached to the Franchise Agreement as Exhibit B. You will provide a copy of the executed lease to us. You will provide to us the names and contact information for your landlord and/or management companies of any of the sites of your TSG Restaurant, as applicable. We reserve the right to contact your landlord and/or management company for the purposes of assessing your performance and customer satisfaction.

You have the ultimate responsibility in choosing and obtaining the site for your TSG Restaurant. Our consultation, comments, recommendations and acceptance regarding the site, the Letter of Intent and the lease is not a promise or guarantee that your TSG Restaurant will be successful. Our acceptance of the proposed site merely signifies that we are willing to grant a Franchise at the site. You may not relocate your TSG Restaurant without first obtaining our prior written consent.

You will agree to indemnify and hold us harmless for any claims, obligations and damages related to our consultation, comments, recommendations and acceptance regarding any site, Letter of Intent or lease. (Franchise Agreement, Section 1.1).

Training

Prior to opening your TSG Restaurant, you (or if you are an entity, a managing member, partner, officer or operating manager owning at least 25% of your equity) and at least one designated management employee for one restaurant and two for each additional restaurant must attend and complete, to our satisfaction, The Simple Greek ~~initial training.~~Manager Initial Training ("MIT") Program. All personal expenses, including without limitation travel, food and lodging costs, will be paid by you. The exact number of your management employees required to attend and complete ~~initial training~~the MIT Program will be determined by us in our sole discretion, but in no event will the number be fewer than two per restaurant. (Franchise Agreement, Section 8.2). Should the number of trained persons for a restaurant fall below the minimum requirement of two, ~~within 60 days,~~ another managing member, partner, officer or manager must complete ~~initial training~~the MIT Program in its entirety, or meet the requirements of the MIT Test Out program to our satisfaction, within 60 days. If the designated person has 90 or more days in a leadership position operating your TSG Restaurant he or she may participate in a Two Day Performance Evaluation and Written Exam, conducted by a designated Franchise Business Consultant or Corporate Trainer in lieu of participation in initial training. As the owner of a TSG Restaurant, you are responsible for training your employees.

We provide our ~~initial training program~~MIT Program to you to protect the System, the Marks and our goodwill, not to control the day-to-day operations of your TGS Restaurant. Our ~~initial training program~~MIT Program consists of online, classroom and hands-on training covering all phases of TSG Restaurant operations, including food and inventory purchasing, food preparation, equipment operation and maintenance, relations with employees and customers, basic techniques of management and merchandising and preparation of records and reports. In-store ~~initial training~~MIT is usually conducted at our TSG Restaurant located at our corporate training center in Dresher, Pennsylvania, or a location we may select from time to time, for a period between three and four weeks, depending on the background and experience of the trainee. Training is conducted according to our training schedule, which is usually monthly. ~~Generally, training begins~~ Training must be completed approximately five weeks, but no more than twelve weeks, before ~~the opening of your TSG Restaurant, but it must be completed during the 30 days prior to~~ the opening of your TSG Restaurant.

Our training is supervised by Director of Training Kathryn Otis and various members of her team who have between 15 and 20 years general experience in the field of franchise training. Other representatives and members of our operations development and marketing teams, and related personnel, may conduct certain sections of the training programs. Each of our instructors listed above or that we designate from time to time has or will have demonstrated to us satisfactory knowledge of the topics they instruct, has experience in the fields of their topics and are overseen and reviewed by our training supervisors.

You must replace any manager who fails to successfully complete a training program or who otherwise is not qualified to manage your TSG Restaurant. Except as described in Item 6, you will be responsible for all compensation and expenses (including travel, meals and lodging) incurred in connection with any training programs. Neither you nor your employees will receive any compensation from us for services performed during training.

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

Instructional materials for the initial training program include the Manual, the recipe manual, standard forms and other training manuals. The subjects covered and approximate hours of on-the-job training are described below:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Food and Inventory Purchases	6	~~1~~3	Corporate training center in Dresher, Pennsylvania, or another certified training center we may designate from time to time
Preparation and Service of Foods	~~35~~1-2	~~1-2~~35	Corporate training center in Dresher, Pennsylvania, or another certified training center we may designate from time to time
Operating of TSG Restaurant	~~35~~2-4	~~1-2~~35	Corporate training center in Dresher, Pennsylvania, or another certified training center we may designate from time to time
Relations with Employees and Customers	~~15~~1-2	~~1-2~~35	Corporate training center in Dresher, Pennsylvania, or another certified training center we may designate from time to time
Merchandising and Management Skills	~~35~~3-5	~~1-2~~6	Corporate training center in Dresher, Pennsylvania, or another certified training center we may designate from time to time
Preparation of Records and Reports	2	4	Corporate training center in Dresher, Pennsylvania, or another certified training center we may designate from time to time

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
TOTAL HOURS	15-21	118	

~~Subject~~	~~Hours of Classroom Training~~	~~Hours of On-The-Job Training~~	~~Location~~
~~Preparation of Records and Reports~~	~~7~~	~~1-2~~	~~Corporate training center in Dresher, Pennsylvania, or another certified training center we may designate from time to time~~

You (or your principal owner), or your TSG Restaurant manager and any replacement restaurant managers must attend additional training programs, sales meetings, operations meetings and conventions that we specify. You will be responsible for all expenses you and your employees incur when attending these programs and meetings.

Grand Opening Advertising

You must conduct an advertising campaign announcing the grand opening of your TSG Restaurant, which is currently a required expenditure in the range of $10,000 to $15,000. Your grand opening advertising campaign must be conducted after your TSG Restaurant's opening at the appropriate time designated by us, which is typically opening day through 30 days after opening. Grand opening monies will be spent on social media, print, radio, digital advertising and/or other advertising or promotions that you and we agree is best suited for your grand opening campaign. You must deposit with us the grand opening campaign money between 60 and 90 days prior to your grand opening date, and we will make grand opening campaign disbursements on your behalf.

Advertising

We may, in our sole discretion, establish and administer the National Advertising Fund (the "Fund") for maintaining, administering, directing, producing and preparing market research, advertising, marketing materials and/or promotional activities for the System. We implemented the Fund in 2016 and will require franchisee contributions. You must contribute to the Fund the amount of 2% of your weekly Gross Sales of your TSG Restaurant ("Fund Contribution"). Some third-party vendors may contribute advertising allowances to the Fund. The Fund, all contributions to the Fund, and any earnings, will be used exclusively to pay any and all costs of maintaining, administering, directing, producing and preparing market research, advertising, marketing materials and/or promotional activities for the System. (Franchise Agreement, Section 3.2)

You must pay the Fund Contribution (See Item 6) by ACH or by other means required by us. We will deposit the Fund Contribution in a separate bank account, commercial account or savings account. The Fund is administered by us, or one of our designees, in our sole discretion. Your Fund Contribution will be in addition to all other advertising fees set out in this Item 11. (Franchise Agreement, Section 3.2)

We may reimburse ourselves or our authorized representatives from the Fund for administrative costs, salaries for those individuals in charge of administering and maintaining the Fund, independent audits, reasonable accounting, bookkeeping, reporting and legal expenses, taxes and all other reasonable direct or indirect expenses that we may incur or our authorized representatives may incur, that are associated with the programs funded by the Fund. We assume no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the Fund or to maintain, direct or administer the Fund. Any unused funds in any calendar year will be applied to the following year's Fund, and we reserve the right to contribute or loan additional funds to the Fund on any terms we deem in our sole discretion reasonable.

Because we will not have the Fund audited, audited financial statements are not available to franchisees. We will provide you an unaudited annual accounting for the Fund each year upon your written request. (Franchise Agreement, Section 3.2)

We will have sole discretion over all aspects of programs financed by the Fund, including without limitation national or regional media, creative concepts, materials and endorsements of marketing and advertising programs. Although the Fund is intended to maximize general recognition and patronage of the Marks for the benefit of all TSG Restaurants and the System, we cannot guarantee you that any particular TSG Restaurant or Franchise will benefit directly or on a pro rata basis from each of the Fund's activities or expenditures. We may use the Fund for the creation, production and placement of commercial advertising, agency costs and commissions, creation and production of video, audio and written advertisements, administering multi-regional advertising programs, direct mail, social media and other media advertising, in-house staff assistance and related administrative costs, local and regional promotions, engaging one or more public relations firms or conducting our own public relations campaigns, market research, and other advertising and marketing activities, including participating at trade shows. Advertising may be placed in local, regional, national or international media of our choice, including but not limited to print, direct mail, radio, television, internet or email. We may furnish you with marketing, advertising and promotional materials at cost, plus any related administrative, shipping, handling and storage charges. We will not use the Fund contributions for advertising that is principally a solicitation for the sale of franchises, but we reserve the right to include a notation in any advertisement indicating "Franchises Available" or similar phrasing. We did not collect any money for the Fund for fiscal years 2014 or 2015. An annual accounting of receipts and disbursements of Fund as shown on our books will be prepared by a certified public accountant we select, at the expense of the Fund, and made available to you upon written request. In the event not all of the Fund's funds are used in a fiscal year, we carry the balance forward to the subsequent fiscal year to include in the following year's budget.

During the last fiscal year of the Fund (ending December 31, ~~2017~~2018), the Fund's funds were used as follows:

Loyalty Rewards Program	~~14.67~~37.71%
Search Engine Optimization	~~31.8~~12.62%
Social Media	~~26~~37.56%
Print advertising	~~27.47~~12.11%

The Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for reasonable salaries, administrative costs and overhead we may incur in activities related to the administration of the Fund and its collecting and accounting for contributions to the Fund. All disbursements from the Fund will be made first from income and then from contributions. We may spend in any fiscal year an amount greater or less than the aggregate contributions of all TSG Restaurants to the Fund in that year, and the Fund may borrow from us or other lenders to cover deficits in the Fund. We may cause the Fund to invest any surplus for future use by the Fund. (Franchise Agreement, Section 3.2)

We currently do not have an advertising council.

Local Advertising

You will be required to contribute 2% of your weekly Gross Sales towards local advertising. These funds will be collected by us. This weekly advertising fee may be raised by a majority vote of all franchisees within the System.

You must also participate in any promotional campaigns and advertising or other programs that we or our affiliates may periodically establish (See Item 6). These may include signage or other printed materials or promotional discounts. Franchisor-owned outlets are not required to participate in the local or regional cooperative or contribute to the Fund.

Marketing Resources, Pre-Approvals for Marketing Materials, and Internet Marketing

It is a material breach of the Franchise Agreement to use marketing materials without obtaining our prior written approval. If you desire to use your own advertising materials, you must obtain our prior approval, which may be withheld in our sole discretion. We will review your request and we will endeavor to respond in writing within 30 days from the date we receive all requested information. Our failure to notify you will be deemed the disapproval of your request. Your use of our logos, Marks and other name identification materials must follow our approved standards. You may not use our logos, Marks or other name identification materials on items to be sold or services to be provided without our prior written approval, which may be withheld in our sole discretion. If we approve of promotional items or services to be sold in your TSG Restaurant, those items or services must be in included in your Gross Sales. (Franchise Agreement, Section 10.8)

Confidential Operating Standards Manual

The Table of Contents for the Confidential Operating Standards Manual is attached to this Franchise Disclosure Document as **Exhibit ~~G~~E** and contains 249 pages. You are required to follow the Manual, which we may change and update from time to time.

ITEM 12: TERRITORY

We will grant you the right to operate one or more TSG Restaurants under the Marks at specific locations for each TSG Restaurant to be approved by us. Once a site is selected by you and approved by us, you may not relocate your TSG Restaurant without our prior written approval, which approval will not be unreasonably withheld provided you are not then in default under the Franchise Agreement or any other agreement between you and us or any of our affiliates. Our approval for relocation is based on the same standards we use to approve new TSG Restaurants sites including but not limited to location, size, suitability, layout, access and visibility of the proposed location, proximity to other businesses, location and nature of any competitors, population density and demographics, vehicle traffic, pedestrian traffic, existing tenant mix, parking convenience and other factors that may be relevant to your market.

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 may own or control in the future. The franchise granted to you will permit you to sell The Simple Greek products at your approved site and a protected territory immediately surrounding your approved site (the "Protected Area"). We will not grant a Franchise or license to any other person to establish a TSG Restaurant in -your Protected Area. The Protected Area will not be determined until you have selected a permanent location that has been approved by us. If you have purchased from us the rights to open multiple TSG Restaurants, we will supplement your Franchise Agreement as appropriate to include the depiction of the

Protected Area associated with any additional TSG Restaurant granted under the Franchise Agreement. We reserve the right to and may, from time to time during the term of your Franchise Agreement, reduce or modify the Protected Area to encompass a geographic area immediately surrounding any of your TSG Restaurants, which will include a population (residential and/or daytime business or commercial) of no fewer than 30,000 people. The modification will become effective upon your receipt of written notice from us. The size of your Protected Area is not uniform and will depend on many factors such as location, population density, consumer median income, your financial resources, and your proximity to other franchisees or other sales avenues. Upon ~~signing your Franchise Agreement and receiving~~our approval ~~from us~~ of the location for your ~~selected site~~TSG Restaurant, we will ~~mutually agree upon the size and scope~~notify you of your Protected Area, which will ~~remain subject to modification~~be deemed final unless you notify us within fifteen (15) days of any error or ~~reduction throughout the term of your Franchise Agreement~~rejection.

You may not use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of and apart from your TSG Restaurant without our prior written consent, which we may withhold in our sole discretion. We do not pay compensation for soliciting or accepting orders inside your Protected Area.

If we approve of you becoming ~~an area developer~~a Developer and you sign an ~~Area~~Multi-Unit Development Agreement, we will grant you the right to develop and operate TSG Restaurants, each under a separate Franchise Agreement, in an exclusive development area that is described or depicted in your ~~Area~~Multi-Unit Development Agreement. You will be required to open TSG Restaurants in accordance with the schedule set forth in your ~~Area~~Multi-Unit Development Agreement. The ~~Area~~Multi-Unit Development Agreement does not grant any options, rights of first refusal or similar rights to you for the acquisition of additional development rights in your development area or contiguous areas during or after the expiration of the term of the ~~Area~~Multi-Unit Development Agreement.

We retain the rights, among others, without any compensation to you:

1. To use, and to license others to use, the Marks and the System for the operation of TSG Restaurants at any location other than within your or another franchisee's Protected Area;

2. To establish company-owned or franchisee-operated businesses that sell similar products and/or services under different trade names or trademarks other than the Marks or System;

3. To sell products or services under the Marks, or any other marks, through any other wholesale or retail outlets;

4. To establish other channels of distribution providing the same or similar services under the Marks, or any other marks;

5. To use the Marks or the System to sell any products, including products that are the same or similar to those which you will sell, within and outside of your Protected Area, through any alternative channels of distribution, regardless of their proximity to your location or their impact on your existing or potential customers. This includes without limitation grocery stores, convenience stores, club or warehouse stores, other retail outlets, transportation facilities (airports, train stations, bus stations, etc.), toll roads and plazas and major thoroughfares, educational facilities (schools, colleges, universities, etc.), institutional feeding facilities (hospitals, hotels, corporate or school cafeterias, etc.), government institutions and facilities, prisons, enclosed shopping malls, military bases, casinos, sports or entertainment venues, amusement or theme parks, direct marketing sales, and other channels of distribution such as television, direct mail, mail order, catalog sales, telemarketing, or over the internet. We exclusively reserve the internet, including computerized or remote entry ordering systems, as a channel of distribution for us, and you may not independently market on the internet or conduct

e-commerce unless you have received our prior written permission (which we may withhold in our sole discretion) or unless such activities are expressly authorized by the Manual;

6. To acquire, merge with, or be acquired by any other business, including a business that competes directly with your TSG Restaurant; and

7. To implement multi-area marketing programs, including internet and regional or national accounts, which may allow us or others to solicit or sell to customers anywhere. We reserve the right to issue mandatory policies to coordinate these multi-area marketing programs.

Except for any rights you may have to open additional TSG Restaurants under an ~~Area~~Multi-Unit Development Agreement and the rights in connection with the Protected Area, you will not receive the right to acquire additional franchises or additional TSG Restaurants, or a right of first refusal on the sale of existing franchises.

ITEM 13: TRADEMARKS

We grant you the non-exclusive right and obligation to use the Marks under your Franchise Agreement. You may also use our other current or future trademarks to operate your TSG Restaurant, subject to our approval. By "trademark," we mean trade names, trademarks, service marks, and logos used to identify TSG Restaurants. We own and are using the trademark The Simple Greek® in connection with TSG Restaurants. We are the owner of the following Marks, registered on the Principal Register of the United States Patent and Trademark Office (the "USPTO"):

Mark	Registration Date	Registration Number	Register	~~Serial No.~~
THE SIMPLE GREEK® ~~The Simple Greek (design plus words)~~	March 1, 2016	4907801	Principal	~~86662181~~
The Simple Greek (standard character mark)	March 1, 2016	4907383	Principal	~~86548780~~
Discover Your Inner Greek	January 31, 2017	5134785	Principal	~~87067431~~

~~In connection with The Simple Greek® trade name, we use the following logo:~~

THE SIMPLE GREEK®

We have filed an application for registration of the following Mark on the Principal Register of the United States Patent and Trademark Office.

Mark	Filing Date	Serial Number	Register
EAT SIMPLE, EAT FRESH, EAT GREEK	November 16, 2018	88196585	Principal

With regard to this Mark only, we do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use this trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

No agreement significantly limits our right to use or license the Marks, including The Simple Greek®, in a manner material to your TSG Restaurant. We do not know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state. There is currently no pending material federal or state court litigation regarding our use or ownership rights in any of our Marks. There are no effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation involving the Marks. Before you sign the Franchise

Agreement, you should investigate independently whether your use of the trademark The Simple Greek® in your territory might infringe on the rights of any third party, particularly in your intended area of operation.

You must follow our rules, guidelines and requirements when using the Marks. You cannot use our name or the Marks as part of a corporate name or with modifying words, designs, or symbols unless you receive our prior written consent, which we may withhold in our sole discretion. You must indicate to the public in any contract, advertisement and with a conspicuous sign in your TSG Restaurant that you are an independently-owned and -operated licensed franchisee of The Simple Greek, LLC. You may not use the Marks in the sale of unauthorized services or products or in any manner we do not authorize. You may not use the Marks in any advertising for the transfer, sale or other disposition of your TSG Restaurant or any interest in your TSG Restaurant. All rights and goodwill from the use of the Marks accrue to us. If it becomes necessary or advisable at any time, in our sole discretion, for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable time after receiving notice. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

You must notify us immediately if you learn about an infringing or challenging use of the Marks. If you are in compliance with the Franchise Agreement, we will defend you against any claim brought against you by a third party alleging your use of the Marks in accordance with the Franchise Agreement infringes upon that party's intellectual property rights. We may require your assistance, but we will control any proceeding or litigation relating to the Marks. We have no obligation to pursue any infringing users of -the Marks. If we learn of an infringing user, we will take the action appropriate, but we are not required -to take any action if we do not feel it is warranted. You must notify us immediately if you learn that any party is using the Marks or a trademark that is confusingly similar to the Marks. We have the sole discretion to take such action as we deem appropriate to exclusively control any litigation or administrative proceeding involving the Marks. You must not directly or indirectly contest our right to the Marks. We may acquire, develop and use additional marks not listed here, and may make those marks available for your use and for use by other franchisees.

ITEM 14
: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents or patents pending that are material to the Franchise, but we claim common law copyright rights in the Manual, all advertising and marketing materials, all menus and The Simple Greek website. You may use the proprietary information in our Manual, so long as you follow all of the restrictions set forth in the Franchise Agreement. We have not registered a copyright for the Manual, but we claim a copyright in it and the information is proprietary. Any printed copies of the Manual must be destroyed or returned to us immediately upon the expiration or termination of your Franchise Agreement.

We also consider certain information, knowledge and know-how concerning us and the System to be trade secrets and proprietary information, including the program of accounting, identification, schemes, specifications, standards, management systems, recipes, menus, techniques, financial information (such as product costs and sources of supply), the Manual and business operations and procedures that would, if used by others, give other people a substantial competitive advantage presently enjoyed by us.

You may not, without our prior written consent, disclose, use, or permit the use of any part of the Manual or the System except as may be required by law or as authorized in the Franchise Agreement. You must use your best efforts to prevent any employee from using the System and any of the Marks, or from operating a restaurant that is substantially similar to any TSG Restaurant. There currently are no effective determinations of the United States Patent and Trademark Office, the Unites States Copyright Office, or a court regarding any copyrighted materials.

Except in connection with the operation of your TSG Restaurant, you must not use any proprietary information or trade secret without our written permission. You must immediately tell us if you learn about unauthorized use of this proprietary information. We are not obligated to take any action, but we will respond to this information as we deem appropriate. We will control any litigation related to the proprietary information. We will indemnify you against losses claimed by a third party concerning your use of this information. Our right to use or license these copyrighted and proprietary materials is not materially limited by any agreement or known infringing use. There are no determinations of any administrative office or any court regarding these copyrighted and proprietary materials.

The Franchise Agreement also requires you to follow all of our security procedures, disclose our proprietary information to your employees only as needed to market our products and services, not use any proprietary information in any other business and exercise the highest degree of diligence to maintain our proprietary information as confidential.

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

~~We require that you (or, if you are not an individual, then a managing member, partner or officer designated by~~We require that you to participate personally in your TSG Restaurant) are the primary operator of your TSG Restaurant at all times and that you devote substantial full time and best efforts on a daily basis, in person, to the supervision and conduct of your TSG Restaurant.

If you have purchased a right to open multiple TSG Restaurants, you will be permitted to have multiple managers for each of your TSG Restaurants. We recommend that a designated manager devote substantial full time and best efforts on a daily basis, in person, to the supervision and conduct of a TSG Restaurant. Your designated manager must successfully complete our training program. Your designated manager need not have an ownership interest in the franchisee entity. If you replace a manager, the new manager must satisfactorily complete our training program.

Any manager and, if you are an entity, an officer that does not own equity in the franchisee entity~~ must sign the Nondisclosure, Non-Solicitation and Noncompetition Agreement, the form of which is attached to this Franchise Disclosure Document as **Exhibit D-2**. All of~~, and your employees, independent contractors, agents or representatives who may have access to our confidential information must sign ~~a Confidentiality Agreement (unless they already signed a Noncompetition, ~~must sign the Nondisclosure~~ and~~, Non-Solicitation and Noncompetition Agreement~~)~~,, the ~~current ~~form of which is attached to ~~this~~the Franchise ~~Disclosure Document~~Agreement as Exhibit ~~**D-3**.~~I. If your TSG Restaurant is owned by an entity, all owners of the entity must personally sign the Franchise Agreement as a Principal. If you are ~~an entity, each owner (i.e., each person holding an ownership interest in you) and his or her~~a married individual, your spouse must sign ~~a ~~"our Spouse Guaranty~~ and Assumption of Franchisee's Obligations," the form of~~, which is attached to ~~the~~our Franchise Agreement as Exhibit H.

ITEM 16
: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must follow our policies, procedures, methods, and techniques. You must sell or offer for sale all types of products and services specified by us. We may change or add to our required products and services at our discretion with prior notice to you. If we change or add to our required products or services, the changes or additions will remain in permanent effect, unless we specify otherwise. The amount you must pay for the changes or additions will depend upon the nature and type of changes or additions. Your TSG Restaurant may not offer any products or services that we have not authorized for

TSG Restaurants without our prior written approval, which we may withhold in our sole discretion. You must discontinue selling and offering for sale any services or products that we disapprove. We reserve the right to establish minimum and maximum resale prices for use with multi-area marketing programs and special price promotions.

You may not use your TSG Restaurant for any purpose other than the operation of a TSG Restaurant, in compliance with the Franchise Agreement. Newspaper racks, juke boxes, gum machines, games, rides or any other vending machines must not be installed on your TSG Restaurant premises without our written approval, which we may withhold in our sole discretion. You must at all times maintain sufficient food, supplies, and personnel to operate your TSG Restaurant at its maximum capacity and efficiency.

You may not sell products through other channels of distribution such as wholesale, internet or mail order sales. Otherwise, except as provided in Item 12, we place no restrictions upon your ability to serve customers and we do not impose any restrictions limiting your access to customers.

ITEM 17
: RENEWAL, TERMINATION, TRANSFER AND DISPUTE ~~RESOLUTIONS~~RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this Franchise Disclosure Document.

Provision	Section in Franchise Agreement	Summary
a. Length of the Franchise term	Section 2.1	10 years.
b. Renewal or extension of the term	Sections 2.2-2.3	If you are in good standing and you meet defined requirements, including a renewal fee, you may add one additional renewal term of 10 years.
c. Requirements for franchisee to renew or extend	Sections 2.2-2.3	You may renew for one additional term of 10 years at a time if you have complied with the Franchise Agreement during the initial term; provide notice within the time limits set forth in the Franchise Agreement; execute a new Franchise Agreement in the form then in use by us (which may contain terms and conditions materially different from your original Franchise Agreement); execute a general release in a form satisfactory to us; pay us a renewal fee of 50% of the then current Initial Franchise Fee; update, reimage, renovate, refurbish and modernize your TSG Restaurant to meet the then-current standards, specifications and designs of TSG Restaurants; and comply with other conditions.

~~Provision~~	~~Section in Franchise Agreement~~	~~Summary~~
		~~Restaurants; and comply with other conditions.~~
d. Termination by franchisee	None.	You may not terminate the Franchise Agreement.
e. Termination by franchisor without "cause"	Not Applicable	We must have cause to terminate the Franchise Agreement.
f. Termination by franchisor with "cause"	Sections 15.1-15.5	We may terminate only if you default as stated in the Franchise Agreement.
g. "Cause" defined – curable defaults	Sections 15.3-15.4	You have 10 days to cure various defaults including failure to follow the Manual and the terms of the Franchise Agreement, failure to purchase and sell products and supplies from Approved Suppliers, failure to complete your TSG Restaurant renovation, failure to pay for products within applicable time frames, failure to permit us to inspect your TSG Restaurant, failure to comply with applicable laws or regulations, and failure to maintain insurance; and 30 days to cure a default under the Franchise Agreement that is not otherwise curable in only 10 days or not curable at all.

h. “Cause” defined - non-curable defaults	Section 15.2	Non-curable defaults include (i) failure to sign a lease for your TSG Restaurant within six months of executing your Franchise Agreement or (ii) failure to open your TSG Restaurant within six months after executing your lease; abandoning your TSG Restaurant for a period of ~~10 consecutive~~3 days or more or losing the right to possession of the premises of your TSG Restaurant; lease default; criminal conviction, threats to public health, and physical or verbal abuse of our employees or other franchisees, defaults under equipment leases or loans with us or third parties, defaults under related agreements; violation of noncompetition and nondisclosure agreements; transfer or assignment of all or part of the Franchise Agreement not in accordance with the Franchise Agreement; maintaining false books; if your affiliates commit any act of default under any agreement with us or our affiliates; material misrepresentation in the purchase of the Franchise; repeated defaults even if cured, unauthorized use of proprietary information, abandonment; sales of unauthorized products or packaging; misuse of the Marks or System; and bankruptcy.

~~Provision~~	~~Section in Franchise Agreement~~	~~Summary~~
		~~agreement with us or our affiliates; material misrepresentation in the purchase of the Franchise; repeated defaults even if cured, unauthorized use of proprietary information, abandonment; sales of unauthorized products or packaging; misuse of the Marks or System; and bankruptcy.~~
i. Franchisee's obligations on termination/non-renewal	Section 16.1-16.6	Obligations include complete de-identification and payment of amounts due, including a lump sum amount equal to the net present value of any royalties and other fees that would have become due following termination of the Franchise Agreement for the period the Franchise Agreement would have remained in effect but for your default and termination. The lump sum due for purposes of this determination will be calculated based on the average fees paid for the 12 months preceding the termination date of your TSG Restaurant. (See also r. below)
j. Assignment of contract by franchisor	Section 14.1	No restrictions on our right to assign.
k. "Transfer" by franchisee – defined	Section 14.2	Includes assignment and transfer of Franchise Agreement, assets or 51% or more of ownership of entity. You must transfer equipment and an ongoing business operation. You may not merely transfer the rights contained in your Franchise Agreement without our express written permission, which may be granted or denied at our discretion.
l. Franchisor approval of transfer by franchisee	Section 14.2	We have the right to approve all transfers of your Franchise Agreement and your TSG Restaurants combined in accordance with the terms and conditions set out in the Franchise Agreement, but will not unreasonably withhold approval.

m. Conditions for franchisor approval of transfer	Sections 14.3	Potential transfer will be approved if the new franchisee qualifies, the applicable transfer fee is paid, the transfer agreement is approved, training is completed, you sign a general release, transferee signs a then-current franchise agreement, your TSG Restaurant is renovated within six months after your execution of the then- current franchise agreement, and the transferee's principals execute guaranties, as applicable. (See also r. below.)

~~Provision~~	~~Section in Franchise Agreement~~	~~Summary~~
		~~is completed, you sign a general release, transferee signs a then-current franchise agreement, your TSG Restaurant is renovated within six months after your execution of the then-current franchise agreement, and the transferee's principals execute guaranties, as applicable. (See also r. below.)~~
n. Franchisor's right of first refusal to acquire franchisee's business	Section 14.10	We can match any offer for all or any part of your TSG Restaurants.
o. Franchisor's option to purchase franchisee's business	Section 16.3	Upon expiration or termination, we have the right to purchase improvements, supplies, products, inventory, equipment, signs and accessories.
p. Death or mental incapacity of franchisee	Section 14.7	Personal representative appointed or Franchise must be assigned to approved buyer within 12 months after event.
q. Non-competition and Non-Solicitation covenants during the term of the franchise	Section 13.2	No involvement in Competitive Business anywhere and no diversion. No solicitation of our or our franchisees' employees.
r. Non-competition covenants after the franchise is terminated or expires	Section 13.3	No involvement in Competitive Business for two years within 10 miles the site of any TSG Restaurant, whether or not formerly owned by you, except as stated in the State Addenda in Exhibit I to this Franchise Disclosure Document. No solicitation of our or our franchisees' employees for two years.
s. Modification of agreement	Section 22.1, 24.9	No modifications generally without mutual consent, but the Manual is subject to change.
t. Integration/merger clause	Section 22.1	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law). However, nothing in the Franchise Agreement or any related agreement is intended to disclaim our representations made in this Franchise Disclosure Document.

~~Provision~~	~~Section in Franchise Agreement~~	~~Summary~~
		~~this Franchise Disclosure Document.~~
u. Dispute resolution by arbitration	Sections 23.1 – 21.4	Arbitration in Pennsylvania. Litigation, if permitted, in Pennsylvania (subject to state law).
v. Choice of forum	Sections 23.1, 23.4	Pennsylvania (subject to state law).
w. Choice of law	Sections 23.1, 23.4	Pennsylvania (subject to state law).

THE ~~AREA~~MULTI-UNIT DEVELOPMENT AGREEMENT

Provision	Section in ~~Area~~Multi-Unit Development Agreement	Summary
a. Length of the ~~area development~~Multi-Unit Development term	Section VI	Length of Minimum Performance Schedule
b. Renewal or extension of the term	Not applicable	
c. Requirements for ~~area developer~~multi-unit operator to renew or extend	Not applicable	
d. Termination by ~~area developer~~if multi-unit operator	Not applicable	The Agreement does not provide for this but ~~Area Developer~~you may seek to terminate on any grounds available to ~~Area Developer~~you at law.
e. Termination by franchisor without "cause"	Not Applicable	
f. Termination by franchisor with "cause"	Section IX	~~Franchisor~~We can terminate if ~~Area Developer~~you commit any one of several listed violations.

~~Provision~~	~~Section in Area Development Agreement~~	~~Summary~~
~~with "cause"~~		~~commits any one of several listed violations.~~
g. "Cause" defined – curable defaults	Not Applicable	
h. "Cause" defined - non- curable defaults	Section IX	Failure to meet the Minimum Performance Schedule; use of the System or Marks without Franchisor consent; failure to pay ~~to Franchisor~~us any amount when due; misrepresentation; failure to comply with applicable laws; bankruptcy or insolvency; termination of a Franchise Agreement (cross- default).
i. ~~Area Developer's~~Multi-unit operator's obligations on termination/non-renewal	Section X	~~Area Developer~~You must stop selecting sites for Restaurants and ~~Area Developer~~you may ~~note~~not open any more Restaurants.
j. Assignment of contract by franchisor	Section XI	No restriction on ~~Franchisor's~~our right to assign but any assignee must be willing and able to assume ~~Franchisor's~~our obligations under the ~~Area~~Multi-Unit Development Agreement.
k. "Transfer" by ~~Area Developer~~Multi-unit operator – defined	Section XI	Includes transfer of any interest in the ~~Area Developer~~Multi-Unit Development Agreement.
l. Franchisor approval of transfer by ~~franchisee~~multi-unit operator	Section XI	~~Franchisor~~We must approve all transfers.
m. Conditions for franchisor approval of transfer	Section XI	Conditions for transfer include, among others: no defaults, at least 50% of all Restaurants required to be developed are open or under construction, all debts are paid, the buyer meets ~~Franchisor's~~our current criteria for new ~~area developers~~Developers, execution of a general release, payment of a transfer fee, buyer personally guarantees all obligations.
n. Franchisor's right of first refusal to acquire ~~area developer's~~multi-unit operator's business	Section XI	~~Franchisor has~~We have the right to match the offer to purchase your business.
o. Franchisor's option to purchase multi-unit operator's business	Not applicable	

p. Death or mental incapacity of multi-unit operator	Section XI	Interest must be transferred to an approved party within 12 months.

~~Provision~~	~~Section in Area Development Agreement~~	~~Summary~~
~~o. Franchisor's option to purchase franchisee's business~~	~~Not applicable~~	
~~p. Death or mental incapacity of area developer~~	~~Section XI~~	~~Interest must be transferred to an approved party within 12 months.~~
q. Non-competition and Non-Solicitation covenants during the term of the agreement	Section XII	You are prohibited from engaging in or being associated with a Competitive Business, or diverting business, or doing anything prejudicial to The Simple Greek System or Marks. A "Competitive Business" offers a similar concept and products and services, and where at least 30% of its sales derive from similar products and services.
r. Non-competition covenants after the agreement is terminated or expires	Section XII	For 2 years from expiration or termination of the agreement, ~~Area Developer is~~you are subject to the same restrictions described in q. above with respect to activities within 10 miles of any Restaurant in the System.
s. Modification of agreement	Section XVIII	No modifications except by mutual agreement of the parties.
t. Integration/merger clause	Section XVIII	Only the terms of the ~~Area~~Multi-Unit Development Agreement are binding (subject to state law). Any representations or promises outside of ~~the~~this Disclosure Document and ~~Area~~Multi-Unit Development Agreement may not be enforceable.
u. Dispute resolution by arbitration	Section XIX	Except for certain claims described in Section 19.1, all disputes must be submitted to binding arbitration.
v. Choice of forum	Section XIX	Philadelphia, Pennsylvania (Subject to state law).
w. Choice of law	Section XIX	Pennsylvania (Subject to state law).

ITEM 18: PUBLIC FIGURES

Marcus Lemonis is an indirect owner of ours and currently serves as one of our primary advisors. He is involved in the design and development of the System and elements of the System Mr. Lemonis is not involved in our day-to-day operations and will not receive any compensation for any of his advisory roles or endorsements, if any. Mr. Lemonis is a lender of ours. We have a note payable to Mr. Lemonis due on demand with a maximum borrowings of $~~4,822,850~~7,663,826 including interest at 5%. We do not expect the note to be called before December 3, 2020~~2017~~.

ITEM 19
: FINANCIAL PERFORMANCE REPRESENTATIONS

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

I. Affiliate Locations

As of ~~July~~January 1, 2019~~2018~~ we had 3 affiliate owned TSG Restaurants. ~~Of the 3 affiliate owned locations, one continuously operated from the period beginning July, 2017 through June, 2018.~~ The following represents the actual Gross Sales for ~~this location~~these locations for the period of January 1, 2018 to December 31, 2018:

Location~~Period~~	**Gross Sales**
~~July 1,~~ Location 1~~2017 through June 30, 2018~~	$~~968,225.05~~918,759
Location 2	$412,097
Location 3	$238,609

Notes regarding the above financial performance representation:

1. These results represent services and products that will be available for franchisees to sell.

2. These results are unaudited.

~~3. Our affiliates earned this amount. There is no assurance you'll do as well.~~

~~4.~~3. "Gross Sales" means all income of any type or nature and from any source that was derived or received directly or indirectly from, through, by or on account of the operation of the TSG restaurant, in whatever form and from whatever source, including, but not limited to, cash, services, in kind from barter and/or exchange, on credit or otherwise, as well as business interruption insurance proceeds, all without deduction for expenses, including marketing expenses and taxes. "Gross Sales" does not include sales tax that is collected from customers and actually transmitted to the appropriate taxing authorities.

II. Franchised Locations

As of ~~July~~January 1, 2019~~2018~~ we had ~~19~~24 franchised locations. Of the ~~19~~24 franchised locations, ~~8~~9 locations continuously operated from the period beginning ~~July,~~ January 1, 2018 ~~2017~~ through ~~June~~December 31, 2018. The Gross Sales results of these ~~8~~9 franchised locations from the period beginning ~~July~~January 1, 2018~~2017~~ through ~~June 30~~December 31, 2018 are summarized below.

Average Gross Sales	High	Low	Median	Amount of Locations Exceeding Average	Percentage of Locations Exceeding Average
$~~779,990~~764,881	$1,~~435,960~~358,257	$~~455,276~~432,634	$~~785,211~~736,847	4	~~50~~44%

	Number of TSG Restaurants in Category	High	Low	Average Gross Sales
Top Tier	3	$1,~~435,960~~358,257	$~~821,772~~879,708	$1,~~069,888.86~~040,195
Middle Tier	~~2~~3	$~~813,075~~878,315	$~~703,346~~636,069	$~~758,210.55~~750,411
Bottom Tier	3	$~~595,552~~593,573	$~~455,276~~432,634	$504,~~611.83~~038

The above chart divides franchisees into three categories (Top Tier, Middle Tier, and Bottom Tier), based on their sales as compared with the sales for the ~~8~~9 total TSG Shops considered in arriving at these figures. 1 franchisee (33% of the TSG Restaurants in the Top Tier) attained or surpassed the average Gross Sales for the Top Tier; 1 franchisee (~~50~~33% of the TSG Restaurants in the Middle Tier) attained or surpassed the average Gross Sales for the Middle Tier; and 1 franchisee (33% of the TSG Restaurant in the Bottom Tier) attained or surpassed the average Gross Sales for the Bottom Tier. The average Gross Sales represent the average Gross sales for franchisees within each category. High sales and Low sales represent the Franchisee within each category that attained the highest and lowest Gross Sales.

Notes regarding the above financial performance representation:

1. These results represent services and products that will be available for franchisees to sell.

2. These results are unaudited.

~~3.~~ "Gross Sales" means all income of any type or nature and from any source that was derived or received directly or indirectly from, through, by or on account of the operation of the

3. franchised location, in whatever form and from whatever source, including, but not limited to, cash, services, in kind from barter and/or exchange, on credit or otherwise, as well as business interruption insurance proceeds, all without deduction for expenses, including marketing expenses and taxes. "Gross Sales" does not include sales tax that is collected from customers and actually transmitted to the appropriate taxing authorities.

4. Franchisee revenues may vary significantly depending on a number of factors including the location of the TSG Restaurant, industry experience of the franchisee, how the location is operated and other economic conditions.

Some outlets have earned this amount. Your individual results may differ. There is no assurance you'll earn as much.

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

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Jeremy J. Dombroski, 794 Penllyn Blue Bell Pike, Suite 219, Blue Bell, Pennsylvania 19422, (844) 576- 6695, the Federal Trade Commission and the appropriate state regulatory agencies.

~~***Remainder of Page Left Intentionally Blank***~~

ITEM 20

: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-wide Outlet Summary For Years ~~2015 –~~2016 – 2018~~2017~~

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2016~~2015~~	~~0~~3	~~3~~4	+~~3~~1
	2017~~2016~~	~~3~~4	411	+~~1~~7
	~~2017~~2018	411	~~11~~24	+~~7~~13
Company-Owned*	2016~~2015~~	~~0~~1	1	~~+1~~0
	2017~~2016~~	1	~~1~~4	~~0~~ +3
	~~2017~~2018	~~1~~4	43	~~+3~~-1
Total Outlets	2016~~2015~~	~~0~~4	45	+41
	2017~~2016~~	45	515	+~~1~~10
	~~2017~~2018	515	~~15~~27	+~~10~~12

*These locations are owned and operated by our affiliates.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor) ~~For Years 2015 – 2017~~
For Years 2016 – 2018

State	Year	Number of Transfers
Indiana~~ALL STATES~~	2016~~2015~~	0
	2017~~2016~~	0
	2018~~2017~~	~~0~~1
Total~~TOTAL~~	2016~~2015~~	0
	2017~~2016~~	0
	2018~~2017~~	~~0~~1

Table No. 3
Status of Franchised Outlets
For Years ~~2015 –~~2016 – 2018~~2017~~

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
~~Arizona~~Alabama	2016~~2015~~	0	0	0	0	0	0	0
	2017~~2016~~	0	0	0	0	0	0	0
	2018~~2017~~	0	1	0	0	~~1~~0	0	~~0~~1
Arizona	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	1	0	0
	2018	0	0	0	0	0	0	0
Connecticut	2016~~2015~~	0	0	0	0	0	0	0
	~~2016~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	2017	0	2	0	0	0	0	2
	2018	2	1	0	0	0	0	3
Florida	2016~~2015~~	0	0	0	0	0	0	0
	2017	0	2	0	0	0	0	2
	2018	2	2	0	0	0	1*	3
Georgia	2016	0	0	0	0	0	0	0
	2017	0	~~2~~0	0	0	0	0	~~2~~0
	2018	0	1	0	0	0	0	1
Illinois	2016~~2015~~	0	0	0	0	0	0	0
	2017	0	1	0	0	1	0	0
	2018	0	0	0	0	0	0	0
Indiana	2016	0	0	0	0	0	0	0
	2017	0	~~1~~0	0	0	~~1~~0	0	0
	2018	0	1	0	0	0	0	1
Kentucky	2016~~2015~~	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
	2018	1	1	0	0	0	0	2
Massachusetts	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	~~0~~1	0	~~1~~0
~~Massachussets~~	2018~~2015~~	0	0	0	0	0	0	0
New Jersey	2016	0	0	0	0	0	0	0
	2017	0	~~1~~0	0	0	~~1~~0	0	0
~~Ohio~~	2018~~2015~~	0	~~0~~2	0	0	0	0	~~0~~2
North Carolina	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
Ohio	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Pennsylvania	~~2015~~2016	~~0~~3	~~3~~0	0	0	0	0	3
	~~2016~~	~~3~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~3~~
	2017	3	0	0	0	0	1	2
	2018	2	1	1	0	0	0	2
Rhode Island	~~2015~~2016	0	0	0	0	0	0	0
	~~2016~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	2017	0	1	0	0	0	0	1
	2018	1	1	0	0	0	0	2
Texas	~~2015~~2016	0	~~0~~1	0	0	0	0	~~0~~1
	2017	1	1	0	0	0	0	2
	2018	2	1	0	0	0	0	3
Virginia	2016	0	~~1~~0	0	0	0	0	~~1~~0
	2017	~~1~~0	~~1~~0	0	0	0	0	~~2~~0
	2018	0	2	0	0	0	0	2
Total	~~2015~~2016	~~0~~3	~~3~~1	0	0	0	0	~~3~~4
	~~2016~~	~~3~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	4
	2017	4	11	0	0	3	1	11
	2018	11	15	1	0	0	1	24

*Florida outlet closed and relocated to Rhode Island

Table No. 4
Status of Company-Owned Outlets~~*~~ **
For Years ~~2015 –~~2016 – 2018~~2017~~

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Arizona~~Illinois~~	~~2015~~2016	0	~~1~~0	0	0	0	~~1~~0
	2017~~2016~~	~~1~~0	0	~~0~~1	0	0	1
	~~2017~~2018	1	0	~~1~~0	~~1~~0	0	1
Illinois~~Arizona~~	~~2015~~2016	~~0~~1	0	0	0	0	~~0~~1
	2017~~2016~~	~~0~~1	0	~~0~~1	~~0~~1	0	~~0~~1
	2018~~2017~~	~~0~~1	0	~~1~~0	~~0~~1	0	~~1~~0
~~Massachussets~~ Massachusetts	~~2015~~2016	0	0	0	0	0	0
	2017~~2016~~	0	0	~~0~~1	0	0	~~0~~1
	~~2017~~2018	~~0~~1	0	~~1~~0	0	0	1
Pennsylvania	~~2015~~2016	0	0	0	0	0	0
	2017~~2016~~	0	~~0~~1	0	0	0	~~0~~1
	2018~~2017~~	~~0~~1	~~1~~0	0	0	0	1
Total	~~**2015**~~2016	~~**0**~~1	~~**1**~~0	0	0	0	1
	2017~~2016~~	1	~~**0**~~1	~~**0**~~3	~~**0**~~1	0	~~**1**~~4
	2018~~**2017**~~	~~**1**~~4	~~**1**~~0	~~**3**~~0	1	0	~~**4**~~3

~~*~~**These locations are owned and operated by our affiliates.

Table No. 5
Projected Openings as of
December 31, ~~2017~~2018

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	2	2	0
California	~~0~~1	2	0
Colorado	1	1	0
Connecticut	~~1~~3	4	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Delaware	~~0~~1	1	0
Florida	~~3~~4	~~2~~0	0
Georgia	0	1	0
Illinois	~~0~~1	~~1~~2	0
~~Indiana~~	~~0~~	~~1~~	~~0~~
Iowa	1	1	0
Louisiana~~Kentucky~~	~~1~~2	~~1~~2	0
Michigan~~Louisiana~~	~~0~~1	~~1~~0	0

~~State~~	~~Franchise Agreements Signed But Outlet Not Opened~~	~~Projected New Franchised Outlets in the Next Fiscal Year~~	~~Projected New Company-Owned Outlets in the Next Fiscal Year~~
Minnesota	1	1	0
New Hampshire	1	1	0
New Jersey	~~4~~1	~~2~~3	0
New York~~North Carolina~~	1	~~1~~0	0
Ohio	1	~~1~~3	~~0~~1
Pennsylvania	~~0~~2	~~1~~3	0
Rhode Island	1	~~1~~0	~~0~~2
Texas	~~2~~3	~~4~~1	0
Virginia	~~5~~1	~~2~~1	0
Total	~~25~~29	~~32~~30	~~0~~30

~~We had five operators sign our Area Development Agreement in out last fiscal year.~~

A list of the names of all franchisees and ~~area developers~~ former franchisees and the addresses and telephone numbers of their franchises, if applicable, is attached to this Franchise Disclosure Document as **Exhibit ~~H~~**~~. There were no franchisees that have had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our last fiscal year ending December 31, 2017, or who has not communicated with us within 10 weeks of the date of this Franchise Disclosure Document.~~**F.** If you buy this Franchise, your contact information may be disclosed to other potential buyers when you leave the System. You may also be required to sign a- confidentiality agreement or provision with us that would restrict your ability to speak openly about your experience with the System.

As of the Issuance Date of this Franchise Disclosure Document, there is no (i) trademark-specific franchisee organization associated with the System being offered that we have created, sponsored or endorsed or (ii) independent franchisee organizations that have asked to be included in this Franchise Disclosure Document.

In some instances, current and former franchisees sign provisions restricting their ability to speak only about their experience with the System. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

ITEM 21-: FINANCIAL STATEMENTS

Attached to this Franchise Disclosure Document as **Exhibit ~~E~~D** are our audited financial statements ending as of December, 31, ~~2017~~2018 December 31, 2017~~2016~~ and December 31, ~~2015 and our unadited financials as of July 31,~~ 2016.~~2018. THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.~~
Our fiscal year end is December 31st.

ITEM 22:   CONTRACTS

The following agreements regarding the offering of a Franchise are attached as exhibits to this Franchise Disclosure Document.

1. Franchise Agreement (**Exhibit B**)
2. ~~Area~~Multi-Unit Development Agreement (**Exhibit C**)
3. ~~Contracts for use with The Simple Greek Franchise (**Exhibit D**)~~

ITEM 23:   RECEIPTS

The last pages of this Franchise Disclosure Document, **Exhibit ~~J~~H**, are a detachable document, in duplicate. Please detach, sign, date and return one copy of the Receipt to us, acknowledging you received this Franchise Disclosure Document. Please keep the second copy for your records.

~~**Exhibit**~~

EXHIBIT A

~~**STATE ADMINISTRATORS**~~

AGENCIES/AGENTS FOR SERVICE OF PROCESS

~~**The Simple Greek, LLC**~~

~~STATE ADMINISTRATORS/~~
~~DESIGNATION OF AGENT FOR SERVICE OF PROCESS~~

~~Listed here are~~ the names, addresses and telephone numbers of ~~the~~ state agencies having responsibility for ~~the~~ franchising disclosure/registration laws~~. Where we are registered to sell franchises, we have appointed the state agency, or as noted below, a state officer,~~, and serving as our ~~agent~~agents for service of process (to the extent that we are registered in ~~the state. We may not yet be registered to sell franchises in any or all of the~~their states ~~listed. There may be states in addition to those listed below in which we have appointed an agent~~). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process. ~~There may also be additional agents appointed in some of the states listed.~~

State	**State Agency**	**Agent for Service of Process**
CALIFORNIA	~~CALIFORNIA~~ Commissioner of Business Oversight Department of Business Oversight 320 West ~~Fourth~~4th Street, Suite 750 Los Angeles, ~~California~~CA 90013~~-2344~~ (213) 576-7505 Toll-free (866~~)~~ -275-2677 ~~Agent: California)Commissioner of Business Oversight~~	~~NORTH DAKOTA~~ ~~North Dakota Securities Department~~ ~~600 East Boulevard Avenue~~ ~~State Capitol Fifth Floor Dept. 414~~ ~~Bismarck, North Dakota 58505-0510 (701) 328-4712~~ ~~Agent: North Dakota Securities~~ Commissioner of Business Oversight

State	State Agency	Agent for Service of Process
HAWAII	~~HAWAII~~ ~~Commissioner of Securities~~ Business Registration Division Department of Commerce and Consumer Affairs- 335 Merchant Street, Room 203 Honolulu, ~~Hawaii~~HI 96813 (808) 586-2722 ~~Agent: Commissioner of Securities of the State of Hawaii~~	~~OREGON~~ ~~Department~~Commissioner of ~~Finance and Corporate~~ Securities ~~Labor and Industries Building~~ ~~350 Winter Street NE, Room 410~~ ~~Salem, Oregon 97301-3881~~ ~~(503) 378-4387~~ ~~Agent: Director~~ of ~~Oregon Department~~the State of ~~Insurance and Finance~~Hawaii
ILLINOIS	Office of Attorney General~~ILLINOIS~~ Franchise Division ~~Office of Attorney General~~ 500 South Second Street- Springfield, ~~Illinois~~IL 62706 (217) 782-4465 Agent: ~~Illinois Attorney General~~	Illinois Attorney General~~RHODE ISLAND~~ ~~Department of Business Regulation~~ ~~Division of Securities~~ ~~1511 Pontiac Ave.~~ ~~John O. Pastore Complex Building 69-1~~ ~~Cranston, RI 02920~~ ~~(401) 462-9500~~ ~~Agent: Director of Business Regulation~~
INDIANA	Indiana Secretary of State~~SOUTH DAKOTA~~ Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce

State	State Agency	Agent for Service of Process
NEW YORK	NYS Department of Law Investor Protection Bureau, Franchise Section 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8236 Phone (212) 416-6042 Fax	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, 5th Floor Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
~~Franchise Section~~RHODE ISLAND	Department of ~~Labor and~~Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance ~~Indiana~~ Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563~~Division~~	Director of South Dakota Division of Insurance-Securities Regulation
~~Room E-111~~	~~Securities Regulation~~	
VIRGINIA	~~302 West Washington~~State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733~~124 South Euclid, Suite 104~~
~~Indianapolis, Indiana 46204~~ ~~(317) 232-6681~~	~~Pierre, South Dakota 57501~~ ~~(605) 773-3563~~	
~~Agent:~~ WASHINGTON~~Indiana Secretary of State~~	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	~~Agent:~~ Director~~, Division~~ of ~~Insurance-~~Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin~~Indiana~~ Securities ~~Division~~Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	~~Regulation~~Commissioner of Securities of Wisconsin
~~201 State House~~ ~~Indianapolis, IN 46204~~		

~~MARYLAND~~ ~~Office of the Attorney General~~ ~~Securities Division~~ ~~200 St. Paul Place~~ ~~Baltimore, Maryland 21202-2020~~ ~~(410) 576-6360~~ ~~Agent: Maryland Securities Commissioner~~ ~~200 St. Paul Place~~ ~~Baltimore, Maryland 21202-2020~~	~~VIRGINIA~~ ~~State Corporation Commission~~ ~~Division of Securities and Retail Franchising~~ ~~1300 East Main Street, 9th Floor~~ ~~Richmond, Virginia 23219~~ ~~(804) 371-9051~~ ~~Agent: Clerk of the State Corporation Commission~~ ~~1300 E Main St., 1st. Fl.~~ ~~Richmond, VA 23219~~ ~~Tel: (804) 371-9733~~
~~MICHIGAN~~ ~~Consumer Protection Division~~ ~~Antitrust and Franchise Unit~~ ~~Michigan Department of Attorney General~~ ~~670 Law Building~~ ~~Lansing, Michigan 48913~~ ~~(517) 373-7177~~ ~~Agent: Michigan Department of Commerce~~ ~~Corporations and Securities Bureau~~ ~~6546 Mercantile Way~~ ~~Lansing, MI 48910~~	~~WASHINGTON~~ ~~Director~~ ~~Washington Department of Financial Institutions~~ ~~Securities Division~~ ~~150 Israel Road SW~~ ~~Tumwater, Washington 98501~~ ~~(360) 902-8760~~ ~~Agent: Securities Administrator, Director of Department~~
~~MINNESOTA~~ ~~Minnesota Department of Commerce~~ ~~85 7th Place East, Suite 280~~ ~~St. Paul, Minnesota 55101-2198~~ ~~(651) 539-1600~~ ~~Agent: Minnesota Commissioner of Commerce~~	~~WISCONSIN~~ ~~Securities Division of the Wisconsin Department of Financial Institutions~~ ~~345 W. Washington Ave., 4th Floor~~ ~~Madison, Wisconsin 53703~~ ~~(608) 266-8559~~ ~~Agent: Wisconsin Commissioner of Securities~~
~~NEW YORK~~ ~~NYS Department of Law~~ ~~Investor Protection Bureau~~ ~~28 Liberty Street, 21st Floor~~ ~~New York, NY 10005~~ ~~(212) 416-8236 - Phone~~ ~~Agent for service:~~ ~~New York Department of State~~ ~~One Commerce Plaza,~~ ~~99 Washington Avenue, 6th Floor~~ ~~Albany, NY 12231-0001~~ ~~(518) 473-2492~~	

~~Exhibit B~~

EXHIBIT B

FRANCHISE AGREEMENT

~~The Simple Greek, LLC~~

~~2018 Exhibit B~~

~~**EXHIBIT B**~~
~~**FRANCHISE AGREEMENT**~~

THE SIMPLE GREEK®

THE SIMPLE GREEK FRANCHISE AGREEMENT

EXHIBIT I: RELEASE

THE SIMPLE GREEK FRANCHISE AGREEMENT

__________THIS FRANCHISE AGREEMENT (this "**Agreement**") is made this ___ day of ______________ ________~~, 20~~ ("**Effective Date**"), by and between The Simple Greek, LLC, an Delaware limited liability company, having its principal place of business at 794 Penllyn Blue Bell Pike, Suite 219 Blue Bell, Pennsylvania 19422 ("**Franchisor**") and ~~the franchisee named on the signature page of this Agreement ("**Franchisee**").~~ __________ ________, a(n) ______________________________, with its principal place of business located at ________________ ____________ and ______________________'s principal(s) ________________, an individual residing at ____________ ___________ and __________, an individual residing at ________________________________ ("Principal(s)"). ___________ and Principal(s) shall be collectively referred to in this Agreement as the "**Franchisee**".

WITNESSETH

WHEREAS, Franchisor has developed and owns a unique system (the "**System**") for operating and granting others the right to own and operate restaurants (a "**The Simple Greek Restaurant**" or "**The Simple Greek Restaurants**") which serve the authentic flavors and spices of Greece and the Mediterranean seaboard to the general public in an open kitchen utilizing a build-your-own assembly line style setup, with a menu featuring a variety of dishes such as build-your-own bowls, salads and pitas with a variety of proteins, topping and side dishes, and Greek yogurt with a variety of toppings, soft drinks, and other products in a casual restaurant environment.

WHEREAS, the distinguishing characteristics of the System include, without limitation, the name "The Simple Greek," specially designed buildings, distinctive interior and exterior layouts, decor, color schemes, and furnishings, confidential food formulae and recipes used in the preparation of food products and, particularly, a unique seasoning and sauce formula for preparing food items, specialized menus, standards and specifications for equipment, equipment layouts, operating procedures, and management programs, all of which may be changed, improved, and further developed by Franchisor from time to time;

WHEREAS, Franchisor identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, and other indicia of origin, including but not limited to the mark "The Simple Greek" and such other trade names, service marks, trademarks and trade dress as are now, or may hereafter, be designed by Franchisor for use in connection with the System (collectively, the "**Marks**");

WHEREAS, Franchisor continues to develop, use, and control the use of such Marks to identify to the public the source of services and products marketed hereunder in the System and to represent the System's high standards of quality, appearance, and service;

WHEREAS, Franchisee wishes to be assisted, trained, and licensed by Franchisor as a The Simple Greek franchisee and licensed to use the System in connection therewith; and

WHEREAS, Franchisee understands the importance of the System and The Simple Greek's high and uniform standards of quality, cleanliness, appearance, and service, and the necessity of opening and operating The Simple Greek Restaurants in conformity with the System.

NOW, THEREFORE, the parties hereto agree as follows:

~~TSG FDD 2018~~
~~Exhibit B~~

I. APPOINTMENT

1.1 Grant of Franchise.

(a) For the Term (as defined in Section 2.1), Franchisor grants to Franchisee, and Franchisee accepts from Franchisor, a non-exclusive license to operate one The Simple Greek Restaurant (the "**Franchised Business**"), and Franchisee accepts the obligation to operate the Franchised Business during the Term. All The Simple Greek products must be sold by Franchisee only from an approved location. Upon approval of Franchisee's location, Franchisor shall ~~execute an~~complete the Approved ~~Franchised Site~~ Location ~~Addendum~~ and Protected Area Exhibit attached as **Exhibit A**, which will identify the approved location and Protected Area.

(b) Franchisee shall request Franchisor's written consent before selecting a permanent location for its Franchised Business. Franchisee shall follow Franchisor's process and procedures to obtain the consent of Franchisor as set forth in this Agreement, including but not limited to completing any applications, conducting such studies, providing copies of any contracts, and paying such amounts as may be required by Franchisor as part of the approval process. As a condition of Franchisor's consent to any lease that Franchisee may enter into for any Franchised Business location, a condition of approval shall be Franchisee and its landlord executing the Addendum to Lease and Collateral Assignment of Lease attached to this Agreement as **Exhibit B**, or alternatively providing similar language in the executed lease.

1.2 Operation of the Franchised Business. Franchisee shall operate the Franchised Business, and use the Marks and the System in connection with the Franchised Business, as the Marks and the System may be modified, improved and developed by Franchisor from time to time, only in accordance with the terms and conditions of this Agreement. Franchisee is responsible for the conduct of its employees and for otherwise exercising day-to-day control over the Franchised Business. Franchisee shall operate the Franchised Business only from an approved location. Franchisee shall use its best efforts to promote the Franchised Business. Franchisee may not use other channels of distribution such as the internet, catalog sales, telemarketing or other direct marketing to make sales outside of and apart from the location of the Franchised Business without Franchisor's prior written consent, which may be withheld by Franchisor in its sole discretion.

1.3 Protected Territory. Subject to the terms and conditions of this Agreement and provided Franchisee or any of its affiliated companies is not otherwise in default of this Agreement or in default of any other agreement with Franchisor or with a parent, subsidiary or affiliate of Franchisor ("**Affiliates**"), Franchisor shall not establish, nor grant another the right to establish a The Simple Greek Restaurant, during the Term, within the area described in **Exhibit ~~C~~A** of this Agreement (the "**Protected Area**"), without Franchisee's prior written consent. The Protected Area will not be determined until Franchisee has selected a permanent location that has been approved by Franchisor. Upon ~~the determination of permanent site location,~~consent by Franchisor ~~and Franchisee shall agree~~ to the ~~Protected Area~~ location for the Franchised Business, ~~and~~ Franchisor ~~will appropriately evidence the same~~ shall set forth the location and Protected Area in **Exhibit ~~C~~A** of this Agreement and shall provide a copy thereof to Franchisee. **Exhibit A**, as completed by Franchisor, shall be incorporated herein and made a part hereof. Franchisee shall notify Franchisor within fifteen (15) days of any error or rejection of **Exhibit A**; otherwise, the **Exhibit A** provided to Franchisee shall be deemed final. Notwithstanding anything to the contrary in the foregoing, Franchisor reserves the right to and may, from time to time during the Term, reduce or modify the Protected Area to encompass a geographic area immediately surrounding the Franchised Business granted hereunder, which shall include a population (residential and/or daytime business or commercial) of no fewer than 30,000 people. Such modification shall become effective upon Franchisee's receipt of written notice from Franchisor.

1.4 Limitations to Protected Territory. The provisions of Section 1.3 shall not apply if the Franchised Business is operated in any of the following types of locations and/or with respect to such locations within the Protected Area, at which Franchisor retains the right, in its sole discretion, to franchise and/or operate The Simple Greek Restaurants, and to distribute by any means The Simple Greek products:

(a) Existing franchised units or businesses for which franchise agreements were previously executed;

(b) Transportation facilities (including but not limited to airports, train stations, bus stations, etc.);

(c) Toll roads and major thoroughfares;

(d) Educational facilities (including but not limited to schools, colleges and universities);

(e) Institutional feeding facilities (including but not limited to airports, hospitals, hotels, and corporate or school cafeterias);

(f) Government institutions and facilities;

(g) Enclosed shopping malls;

(h) Military bases;

(i) Casinos; and

(j) Amusement and/or theme parks.

~~1.5~~ Reservation of Rights. Except as otherwise set forth herein, (a) the franchise granted to Franchisee under this Agreement is non-exclusive, and Franchisor grants to Franchisee the rights to establish and operate the Franchised Business at only the specific approved location set forth in the Approved Site Location Addendum, (b) no other exclusive, protected or other territorial rights related to the Franchised Business or otherwise is to be inferred and (c) Franchisor and/or its Affiliates have the right to operate and grant as many other franchises for the operation of The Simple Greek Restaurants, anywhere in the world, as they shall, in their sole discretion, elect. Franchisor and its Affiliates retain the rights, among others, without any compensation to Franchisee: (i) to use the Marks and the System to identify services and products, promotional and marketing efforts or related items, and to identify products and services similar or identical to those which Franchisee will sell, but made available through alternative channels of distribution other than through franchises, at any location, including but not limited to, by way of the internet, catalog, telemarketing, other direct sales, television, retail store display or through the wholesale sale of Franchisor's products to unrelated retail outlets or to food distributors or outlets located in stadiums, arenas, airports, convenience stores, internet sales, turnpike rest stops, grocery stores, or supermarkets and such other locations identified in Section 1.4; (ii) to use and license the use of other

1.5 proprietary marks or methods in connection with the sale of products and services similar to those which Franchisee will sell, or in connection with the operation of displays located in retail stores, at any location other than at the Franchised Business, which locations are the same as, or similar to, or different from traditional The Simple Greek locations, or through alternative channels of distribution including but not limited to, by way of the internet, catalog, telemarketing, other direct sales, television, retail store display or through the wholesale sale of products and/or services to unrelated retail outlets or to food distributors or outlets located in grocery stores, convenience stores, club or warehouse stores, other retail outlets, transportation facilities (airports, train stations, bus stations, etc.), toll roads and plazas and major thoroughfares, educational facilities (schools, colleges, universities, etc.), institutional feeding facilities (hospitals, hotels, corporate or school cafeterias, etc.), government institutions and facilities, prisons, enclosed shopping malls, military bases, casinos, sports or entertainment venues, amusement or theme parks, on any terms and conditions as Franchisor deems advisable, and without granting Franchisee any rights therein; (iii) to acquire, combine with, merge with or be acquired by, any business or person, wherever located, including a business that competes directly with the Franchised Business; and (iv) to implement and maintain multi-area marketing programs at any time, including internet and regional or national accounts. Franchisor reserves the right to establish mandatory policies and procedures for these multi-area marketing programs.

II. TERM

2.1 Term. Except as otherwise provided in this Agreement and subject to earlier termination purchase to this Agreement, the term of this Agreement (the "**Term**") shall expire on the 10th anniversary of the opening of the Franchised Business. For all purposes under this Agreement, the date of opening of the Franchised Business shall be the date verified in writing by Franchisor and delivered to Franchisee in a form substantially similar to the Notice of Commencement Date attached hereto **as Exhibit ~~D~~C**. Franchisee agrees and shall be obligated to operate the Franchised Business and perform under the terms of this Agreement for the Term, except as otherwise noted below.

2.2 Rights upon Expiration. Franchisee shall have the option to renew its right to operate the Franchised Business for one additional term of ten years, provided that Franchisor does not exercise its rights in accordance with Section 2.3 below, if and only if each and every one of the following conditions has been satisfied:

(a) Franchisee gives Franchisor written notice of its election to renew not less than six months nor more than 12 months prior to the expiration of the Term;

(b) At least 30 days prior to the expiration of the Term, Franchisee executes Franchisor's then-current standard form of franchise agreement, which may contain new or significantly different terms, including but not limited to a higher royalty fee and a higher advertising contribution than contained in this Agreement;

(c) Franchisee executes a general release in the form ~~prescribed by Franchisor~~substantially similar to **Exhibit I**, attached hereto, of any and all claims Franchisee may have against Franchisor and its Affiliates, and their respective shareholders, officers, directors, members, managers, employees and agents, predecessors, successors and assigns;

(d) Franchisee is not then in default of any provisions of this Agreement, or any other agreement between Franchisee or its affiliates and Franchisor, or its Affiliate;

(e) Franchisee has fully and faithfully performed all of Franchisee's obligations under this Agreement throughout the Term;

(f) Franchisee has paid or otherwise fully satisfied all monetary obligations owed by Franchisee to Franchisor and its Affiliates and any indebtedness of Franchisee that is guaranteed by Franchisor, and Franchisee has timely paid or otherwise satisfied these obligations throughout the Term;

(g) Franchisee agrees, at its sole cost and expense, to remodel, reimage, renovate, refurbish and modernizethe Franchised Business within six months after execution of the then-current standard form of franchise agreement including but not limited to building design, parking lot, landscaping, equipment, point of sale system, signs, interior and exterior decor items, fixtures, furnishings, equipment, trade dress, color scheme, presentation of trademarks and service marks, supplies and other products and materials, to meet Franchisor's then-current standards, specifications and design criteria for The Simple Greek Restaurants, as contained in the then-current franchise agreement and Manual (as defined in Article VII), or otherwise in writing including but not limited to such structural changes, remodeling and redecoration and such modifications to existing improvement as may be necessary to do so; and

(h) At least 30 days prior to the expiration of the Term, Franchisee pays to Franchisor a renewal fee equal to 50% of franchise fee. of Franchisor's Initial Franchise Fee in effect at the date of renewal.

2.3 Conditions of Renewal. Franchisee will not have the right to renew this Agreement upon its expiration if Franchisee fails to comply with any of the above conditions of renewal. Upon the expiration of the Term, Franchisee shall comply with the provisions of Article XVI of this Agreement.

III. FEES

3.1 Initial Franchise Fee; Royalty Fee. In consideration of the franchise granted to Franchisee herein, Franchisee shall pay to Franchisor the following:

(a) A non-refundable franchise fee of $~~25~~30,000.00, payable in one lump sum upon execution of this Agreement by Franchisee, which shall be fully earned by Franchisor upon execution of this Agreement by Franchisee and is in addition to any development fees paid to Franchisor by Franchisee.

(b) A recurring, non-refundable royalty fee of 5% of Gross Sales (as defined herein) during the Term, payable weekly (or on such other basis as may be set forth in the Manual or otherwise agreed to in writing by Franchisor) calculated on Gross Sales of the preceding week.

~~**3.2**~~ Advertising Fund. In addition to the payments provided for in Section 3.1, Franchisee, recognizing the value of advertising and the importance of the standardization of advertising and promotion to the goodwill and public image of the System, agrees to pay to The Simple Greek National Advertising Fund (the "**Fund**") a recurring, non-refundable national advertising fund contribution (the "**National**

3.2 Advertising Fund Contribution") in an amount of 2% of the Gross Sales for the preceding week payable weekly (or on such other basis as may be set forth in the Manual or otherwise agreed to in writing by Franchisor). Franchisor has implemented the National Advertising Fund Contribution in 2016. The National Advertising Fund Contribution will be expended by the National Advertising Fund for national, regional, and/or local advertising and promotional materials and market research for the System, under the following conditions and limitations:

(a) The Fund, all contributions thereto, and any earnings thereon, will be used exclusively to pay any and all costs of maintaining, administering, directing, producing and preparing market research, advertising, marketing materials and/or promotional activities for the System. Franchisee will pay the National Advertising Fund Contribution by ACH or by other means expressly required by Franchisor. All sums paid by Franchisee to the Fund shall be maintained in an account separate from other funds of Franchisor and will not be used to defray any of Franchisor's expenses except as provided herein, and except as Franchisor may incur expenses in connection with activities reasonably related to the administration or direction of the Fund and advertising and marketing programs for franchisees and the System. The Fund and its earnings will not otherwise inure to the benefit of Franchisor. Franchisor will maintain a separate bookkeeping account for the Fund.

(b) The selection of media and locale for media placement shall be at the sole discretion of Franchisor.

(c) All reasonable costs incurred by Franchisor or charged to Franchisor by third parties for activities in connection with Fund, including but not limited to market research and the production and dissemination of advertising, marketing and promotional materials may be charged to the Fund.

(d) Franchisor, upon reasonable request, shall provide Franchisee with an annual accounting of receipts and disbursements of the Fund.

(e) It is anticipated that all contributions to and earnings of the Fund will be expended for market research, advertising, marketing and/or promotional purposes during the taxable year in which contributions and earnings are received. If, however, excess amounts remain in Fund at the end of a taxable year, all expenditures in the following taxable year(s) shall be made first out of accumulated earnings from previous years, next out of earnings in the current year, and finally from contributions.

(f) The Fund is not, and will not be, an asset of Franchisor. Although the Fund is intended to be of perpetual duration, Franchisor maintains the right to terminate the Fund. However, the Fund shall not be terminated until all monies in the Fund have been expended for the purposes stated in this Section 3.2.

~~(g)~~ Franchisee understands that advertising and marketing from contributions to the Fund are intended to maximize general recognition and patronage of the Marks for the benefit of all TSG Restaurants and the System and, accordingly, Franchisor undertakes no obligation to ensure that any individual Franchisee or geographic area benefits directly or on a pro rata basis from each of the Fund's activities or expenditures or the placement, if any, of advertising or marketing in Franchisee's local market.

_Franchisee further acknowledges that its failure to derive any such benefit, whether directly or indirectly,

(g) will not be cause for Franchisee's nonpayment or reduction of the required contributions to the Fund.

(h) Franchisor and its Affiliates assume no direct or indirect liability or obligation to Franchisee regarding the collection of any National Advertising Fund Contribution from other franchisees, or maintaining, directing, or administering the Fund.

3.3 Late Payment Charge. If any monetary obligations owed by Franchisee to Franchisor or to its Affiliates are more than seven days overdue, Franchisee shall, in addition to any other obligations, pay to Franchisor a sum equal to 1.5% of the overdue balance per month, or the highest rate permitted by law, whichever is less, from the date said payment is due ("**Late Payment Charge**").

3.4 Pre-Authorized Payment Methods. Franchisee shall pay for all purchases from, or fees owed to, Franchisor or its Affiliates by automated clearing house ("**ACH**") or by charges to Franchisee's credit card, as Franchisor may require, or by other means as set forth in this Agreement. Franchisor or its Affiliates shall have the right to withdraw the entire amount of any amounts owed to Franchisor or its Affiliates from Franchisee's designated bank account ("**ACH Account**") or to charge Franchisee's credit card in accordance with the terms set forth in the Manual, as modified by Franchisor periodically. Franchisee shall, upon execution of this Agreement or any time after at Franchisor's request, execute all documents or forms as Franchisor determines are necessary for Franchisor to process ACH withdrawals from Franchisee's ACH Account for payments due, including the ACH Authorization Form attached hereto as **Exhibit ~~E~~D**, and all documents or forms as Franchisor determines are necessary for Franchisor to automatically charge Franchisee's credit card for payments due, including the Authorization for Credit Card Payments attached hereto as **Exhibit ~~F~~E**. Franchisee agrees that it shall be responsible for any ACH transfer fee or similar charge imposed by the bank. Should any ACH not be honored by Franchisee's bank for any reason, Franchisee shall be responsible for that payment plus any service charge applied by Franchisor and the bank. Franchisee agrees that any time an ACH transaction is not honored, Franchisor is authorized to charge Franchisee's credit or debit card for the full amount previously requested by ACH plus any bank service charges that may apply, a handling fee of 2.5% of the amount previously requested and a $50.00 non-sufficient funds fee. Franchisee also agrees that any time a credit card transaction is not honored, Franchisor is authorized to charge Franchisee's ACH Account for the full amount previously requested by credit card plus any incidental charges that may apply, a handling fee of 2.5% of the amount previously requested and a $50.00 non-sufficient credit fee. Franchisee also agrees that it shall at all times throughout the Term maintain a credit limit on Franchisee's credit card of at least $5,000.00. Franchisee's failure to maintain, at all times, an ACH Account or credit card account in accordance with this Agreement shall be a material default of this Agreement. Franchisor has the right to periodically specify (in the Manual or otherwise in writing) different payees and/or payment methods, such as weekly/biweekly/monthly payment, payment by auto-draft, credit card and payment by check. If Franchisee makes any payment to Franchisor by credit card for any fee required, Franchisor may charge a service charge of up to 4% of the total charge.

~~3.5~~ Gross Sales. For purposes of this Agreement, the term "**Gross Sales**" means all sales generated by the Franchised Business, including fees for any and all services Franchisee performs, whether for cash or credit (regardless of collectability) and billings of every kind related to the Franchised Business, including but not limited to revenues from the sale of merchandise, proprietary products or clothing, 3.5 delivery and catering not included in the price of menu items, use of vending machines, Franchisee's proceeds from business insurance, all amounts Franchisee receives in connection with the Franchised Business's relocation from or closure at its premises, and all amounts from selling or issuing gift or loyalty cards (except The Simple Greek gift cards), but Gross Sales excludes (i) sales and use taxes collected from customers and actually paid to a taxing authority, (ii) revenue from selling or issuing The Simple Greek gift cards (but revenue from selling products and services to customers using gift cards for payment is included in Gross Sales), (iii) any documented refunds, credits and discounts the Franchised Business in good faith gives customers and (iv) the sale of equipment used in the operation of the Franchised Business.

IV. ACCOUNTING AND RECORDS

4.1 Retention of Books and Records. During the Term, Franchisee shall maintain and preserve complete and accurate books, records and accounts in accordance with U.S. Generally Accepted Accounting Principles and in the form and the manner prescribed by Franchisor from time to time in the Manual or otherwise in writing, including but not limited to cash register sales tape (including non- resettable readings), meals, sales and other tax returns, duplicate deposit slips and other evidence of Gross Sales and all other business transactions.

4.2 Royalty Reports. Franchisee shall submit to Franchisor, no later than the date each weekly royalty payment is due during the Term, a report on forms prescribed by Franchisor, accurately reflecting Gross Sales during the preceding week and such other forms, reports, records, financial statements or information as Franchisor may reasonably require in the Manual or otherwise in writing. Franchisee must furnish Franchisor with any additional financial statements and balance sheets of the Franchised Business and Franchisee's most recent federal income tax returns within 15 days after Franchisee's receipt of Franchisor's written request for the information.

4.3 Quarterly Statements. Franchisee shall, at its expense, submit to Franchisor within 30 days following the end of each quarter during the Term, an unaudited financial statement with such detail as Franchisor may reasonably require ("**Quarterly Statement**") together with a certificate executed by Franchisee or an officer of Franchisee stating that such financial statement is true and accurate. Upon Franchisor's request, Franchisee shall submit to Franchisor, with each Quarterly Statement, copies of any state or local sales tax returns filed by Franchisee for the period included in the Quarterly Statement. In the event Franchisee prepares financial statements on the basis of 13, four-week periods ("**Periods**"), the Quarterly Statements shall be submitted within 30 days following the end of the 3rd, 6th, 9th, and 13th Periods.

4.4 Financial Statements. Franchisee shall, at its expense, submit to Franchisor during the Term of this Agreement, monthly unaudited financial statements and unaudited financial statements for the preceding quarterly period and for the preceding calendar or fiscal year ("**Financial Statements**"), together with a certificate executed by Franchisee certifying that such financial statement, as applicable, is true and accurate and such other information in such form as Franchisor may reasonably require. Upon written request from Franchisor, the foregoing Financial Statements shall include both a profit and loss statement and a balance sheet, and shall be prepared in accordance with generally accepted accounting principles. In the event Franchisee defaults under this Agreement, Franchisor may require, upon written notice to Franchisee, that all Financial Statements submitted thereafter include a "Review Report" prepared by an independent Certified Public Accountant (CPA).

4.5 Other Reports. Franchisee shall also submit to Franchisor, for review or auditing, such other forms, financial statements, reports, records, information and data as Franchisor may reasonably designate, in the form and at the times and places reasonably required by Franchisor, upon request and as specified from time to time in the Manual or otherwise in writing. If Franchisee has combined or consolidated financial information relating to the Franchised Business with that of any other business or businesses, including a business licensed by Franchisor, Franchisee shall simultaneously submit to Franchisor, for review or auditing, the forms, reports, records and financial statements (including but not limited to the quarterly statements and annual Financial Statements) which contain the detailed financial information relating to the Franchised Business, separate and apart from the financial information of such other businesses. Franchisee hereby authorizes all of its suppliers and distributors to release to Franchisor, upon Franchisor's request, any and all of its books, records, accounts or other information relating to goods, products and supplies sold to Franchisee and/or the Franchised Business.

4.6 Equipment. Franchisee shall record all sales on cash registers or other point-of-sale equipment as required by the Manual or as otherwise approved in writing by Franchisor.

4.7 Franchisor's Right to Audit. Franchisor or its designated agents or auditors shall have the right at all reasonable times to audit, review and examine by any means, including electronically through the use of telecommunications devices or otherwise, at its expense, the books, records, accounts and tax returns of Franchisee. If any such audit, review or examination reveals that Gross Sales have been understated in any report to Franchisor, Franchisee shall immediately pay to Franchisor the royalty fee and National Advertising Fund Contribution due with respect to the amount understated, in addition to the Late Payment Charge. If any such understatement exceeds 2% of Gross Sales as set forth in the report, Franchisee shall, in addition, immediately reimburse Franchisor for any and all costs and expenses connected with such audit, review or examination (including but not limited to reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other rights and remedies Franchisor may have under this Agreement or applicable law.

4.8 Failure to Comply with Reporting Requirements. If Franchisee's records and procedures are insufficient to permit a proper determination of Gross Sales, Franchisor shall have the right to deliver to Franchisee an estimate, made by Franchisor, of Gross Sales for the period under consideration, and Franchisee shall pay to Franchisor any amount determined by Franchisor to be due based on such Gross Sales estimates within five business days of the date of the estimate. Any estimated payments shall be deemed the minimum amount of fees due for the required reports, and Franchisee shall remain liable for all fees in excess of these amounts once the actual Gross Sales related to these reports are determined. Franchisee shall also pay to Franchisor the Late Payment Charge on all unpaid amounts.

4.9 Financial Information from Third Parties. Franchisee authorizes Franchisor to make reasonable inquiries of Franchisee's bank, suppliers and trade creditors relating to the Franchised Business, and Franchisee agrees to direct relevant persons and companies to provide to Franchisor this information and copies of documents relating to the Franchised Business as Franchisor may request.

V. PROPRIETARY MARKS

5.1 Marks. It is understood and agreed that the license granted under this Agreement to use the Marks applies only to use in connection with the operation of the Franchised Business at the location set forth on **Exhibit A**, and includes only the Marks as are now designated or which may hereafter be designated, and does not include any other mark, name, or indicia of origin of Franchisor now existing or which may hereafter be adopted or acquired by Franchisor. Franchisee acknowledges that it has not acquired any right, title, or interest in the Marks except for the right to use the Marks in the operation of the Franchised Business.

5.2 System. Franchisee acknowledges that Franchisor owns and controls the distinctive plan for the establishment, operation, and promotion of a The Simple Greek Restaurant and all related methods of doing business, previously defined as the System, which include, but are not limited to, Franchisor's standards and specifications for The Simple Greek Restaurants, operational methods, products, supplies, equipment, marketing techniques, written promotional materials, advertising, and accounting systems, all of which constitute confidential trade secrets of Franchisor, and Franchisee acknowledges that Franchisor has valuable rights in and to these trade secrets. Franchisee additionally acknowledges that it has not acquired any right, title, or interest in the System, except for the right to use the System in the operation of the Franchised Business as governed by this Agreement and Franchisee is obligated to maintain the confidentiality of the System in accordance this Agreement. Any improvements in or additions to the System, Franchisor's copyrighted materials, website or any other documents or information pertaining to or relating to the System or the Franchised Business, or any new trade names, trade and service marks, logos, or commercial symbols related to the Franchised Business (collectively, the "**Improvements**") conceived or developed by Franchisee shall become Franchisor's property. Franchisee agrees to assign and does hereby assign to Franchisor, all right, title and interest in and to the Improvements, including but not limited the right to grant sublicenses to any such Improvement. Franchisee shall fully disclose the Improvements to Franchisor, without disclosure of the Improvements to others, and shall obtain Franchisor's written approval prior to using such Improvements. Any such Improvement may be used by Franchisor and all other franchisees of the System without any obligation to Franchisee for royalties or other fees. Franchisor may, at its discretion, apply for and own copyrights, patents, tradenames, trademarks and service marks relating to any such Improvements and Franchisee shall cooperate with Franchisor in securing such rights. Franchisor may also consider such Improvements as its property and trade secrets. In return, Franchisor shall authorize Franchisee to utilize any Improvement that may be developed by other franchisees and is authorized generally for use by other franchisees. All Improvements created by Franchisee or any other authorized person or entity retained or employed by Franchisee is Franchisor's property, and Franchisor shall be entitled to use and license others to use such Improvements unencumbered by moral rights. If any of the Improvements are copyrightable materials, they shall be works made for hire within the meanings of the United States Copyright Act and, to the extent such copyrighted materials do not automatically accrue or inure to Franchisor, Franchisee irrevocably assigns and agrees to assign to Franchisor, and its successors and assigns, the entire right, title and interest in perpetuity throughout the world in and to any and all rights, including all copyrights and related rights, in such copyrighted materials, which Franchisor and the author of such copyrighted materials warrant and represent as being created by and wholly original with the author. Where applicable, Franchisee agrees to obtain any other assignments of rights in the Improvements from another person or entity necessary to ensure our right to the Improvements as required in this Section.

5.3 Conditions and Limitations. With respect to Franchisee's use of the Marks pursuant to this Agreement, Franchisee acknowledges and agrees that:

(a) Franchisee shall not use any of the Marks as part of Franchisee's electronic mail address, or as part of any URL, web page, domain name, locator, link, metatag, or on any sites on the internet or the world wide web;

(b) Franchisee shall use no service mark or trade mark other than the "The Simple Greek" service mark or any other Marks as may be specified by Franchisor for use in the identification, marketing, promotion, or operation of the Franchised Business;

(c) Franchisee shall not hold out or otherwise use the Marks to perform any activity or incur any obligation or indebtedness in such manner as might, in any way, make Franchisor liable therefore, without Franchisor's prior written consent; and

(d) Franchisee shall execute any documents and provide such other assistance deemed necessary by Franchisor or its counsel to obtain protection for the Marks or to maintain the continued validity of the Marks.

5.4 Franchisee's Business Name. Franchisee acknowledges that between Franchisor and Franchisee, Franchisor has a prior and superior claim to the "The Simple Greek" trade name. Franchisee shall not use the words "The Simple Greek" or any combination thereof, in the legal name of its corporation, limited liability company, partnership, or any other business entity used in conducting the Franchised Business. Franchisee also agrees not to register or attempt to register a trade name using the words "The Simple Greek" in Franchisee's name or that of any other person or business entity, without the prior written consent of Franchisor. Franchisee shall not identify itself as being "The Simple Greek, LLC" or as being associated with Franchisor or its Affiliates in any manner other than as a franchisee or licensee. Franchisee shall, in all advertising and promotion and promotional materials, display its business name only in obvious conjunction with the phrase "an independent The Simple Greek Licensee" or "an independent The Simple Greek Franchisee" or with other words and in other phrases so as to identify itself as an independent owner of the Franchised Business, or as otherwise may be required in the Manual.

5.5 Signage. Franchisee shall display a standard sign in the Franchised Business, as may be specified by Franchisor, indicating to the public that the Franchised Business is independently owned and operated as a franchisee or licensee of the System.

5.6 Use Outside the Scope of License. Franchisee acknowledges that the use of the Marks outside the scope of this Agreement, without Franchisor's prior written consent, is an infringement of Franchisor's exclusive right to use the Marks. During the Term and after the expiration or termination of this Agreement, Franchisee covenants not to, directly or indirectly, commit an act of infringement or contest or aid in contesting the validity of ownership of the Marks, or take any other action in derogation of Franchisor's ownership of the Mars.

~~5.7~~ Mark Infringement. Franchisee shall immediately notify Franchisor in writing of any suspected infringement of, or challenge to, the validity of the ownership of, or Franchisor's right to use, the

5.7 Marks. Franchisee acknowledges that Franchisor has the right, in its sole discretion, to determine whether any action will be taken on account of any possible infringement or illegal use of the Marks. Franchisor may prosecute the action in Franchisor's own name and may join Franchisee as a party to the action if Franchisor determines it to be reasonably necessary for the continued protection and quality control of the Marks and the System. Franchisor shall bear the reasonable cost of any such action, including attorneys' fees. Franchisee shall fully cooperate with Franchisor in any such litigation.

5.8 Reservation of Rights. Franchisee understands and agrees that its license with respect to the Marks is non-exclusive and that Franchisor has and retains the sole right under this Agreement:

(a) To grant other licenses for the Marks, in addition to those licenses already granted to existing franchisees;

(b) To develop and establish other franchise systems for the same, similar, or different products or services utilizing proprietary marks not now or hereafter designated as part of the System, and to grant licenses thereto, without providing Franchisee any such rights;

(c) To develop and establish other systems for the sale, at wholesale or retail, of similar or different products utilizing the same or similar Marks, without providing Franchisee any such rights; and

(d) As otherwise provided in this Agreement.

5.9 Goodwill. Franchisee acknowledges and expressly agrees that any and all goodwill associated with the System and identified by the Marks used in connection therewith inures directly and exclusively to the benefit of Franchisor and is the property of Franchisor, and that upon the expiration or termination of this Agreement or any other agreement, no monetary amount shall be assigned as attributable to any goodwill associated with any of Franchisee's activities in the operation of the Franchised Business granted herein, or Franchisee's use of the Marks.

5.10 Covenants. Franchisee understands and acknowledges that each and every detail of the System is important to Franchisee, Franchisor and other franchisees in order to develop and maintain high and uniform standards of quality and services, and hence to protect the reputation and goodwill of The Simple Greek Restaurants, Franchisor and the System. Accordingly, Franchisee covenants:

(a) To operate and advertise the Franchised Business, at Franchisee's own expense, under the name "The Simple Greek," without prefix or suffix;

(b) To adopt and use the Marks licensed under this Agreement solely in the manner prescribed by Franchisor; and

(c) To observe such reasonable requirements with respect to trademark registration notices as Franchisor may from time to time direct in the Manual or otherwise in writing.

~~5.11~~ Inspections. In order to preserve the validity and integrity of the Marks and to assure that Franchisee is properly employing the same in the operation of the Franchised Business, Franchisor or its

5.11 agents shall at all reasonable times have the right to inspect Franchisee's operations, business premises and the Franchised Business and to make periodic evaluations of the services provided and the products sold and used therein. Franchisee shall cooperate with Franchisor's representatives in such inspections and render such assistance to the representatives as may reasonably be requested.

5.12 Change of Marks. If Franchisor, in its sole discretion, shall determine it necessary to modify or discontinue use of any Mark, or to develop additional or substitute marks, Franchisee shall, within a reasonable time after receipt of written notice of a modification or discontinuation from Franchisor, take such action, at Franchisee's sole expense, as may be necessary to comply with the modification, discontinuation, addition or substitution.

5.13 Consents to Use of Marks. Franchisee additionally agrees to execute all additional documents and assurances in connection with the use of the Marks as reasonably requested by Franchisor and agrees to fully cooperate with Franchisor or any other franchise owner or licensee of Franchisor in securing all necessary and required consents of any state agency or legal authority to the use of the Marks or any other name that is or becomes a part of the System.

5.14 Photo/Video Releases. Franchisee acknowledges and authorizes Franchisor and its Affiliates to use Franchisee's likeness in photographs or videos in any and all of Franchisor's publications, including printed and digital publications and on websites. Franchisee agrees and understands that any photograph or video using Franchisee's likeness will become Franchisor's property and will not be returned. Franchisee agrees and irrevocably authorizes Franchisor to edit, alter, copy, exhibit, publish or distribute any photograph or video of Franchisee for any lawful purpose. Franchisee waives any rights to royalties or any other compensation related to Franchisor's use of any photograph or video of Franchisee. Franchisee agrees to hold harmless and forever discharge Franchisor from all claims, demands, and causes of action which Franchisee may have in connection with this authorization. For purposes of this Section, if Franchisee is a legal entity such as a corporation, limited liability company, general partnership or limited partnership ("**Entity**"), "Franchisee" shall refer to Franchisee's owners, shareholders, officers, directors, members, managers and partners (or persons holding comparable positions in non-corporate entities) (collectively "**Principals**").

VI. OBLIGATIONS OF ENTITY FRANCHISEE

6.1 Ownership of Franchisee. If Franchisee is an Entity, Franchisee must complete and update throughout the Term, as necessary, the "Statement of Ownership" attached as **Exhibit ~~G~~F**, and:

(a) All persons who own any interest in the Entity must ~~guaranty Franchisee's performance under~~personally sign this Agreement ~~by signing~~as a Principal. Each married Principal shall cause his or her spouse to sign the "Spouse Guaranty~~ and Assumption of Franchisee's Obligations~~" attached as **Exhibit ~~H~~G**;

(b) Franchisee shall provide to Franchisor a resolution signed by all shareholders, directors, members, managers or partners, as appropriate, designating the principal contact for the Entity and Franchisee. This principal contact must be a controlling shareholder, managing member or general partner. This representative shall have the authority to speak for and bind Franchisee in all matters pertaining to this Agreement, and all matters regarding the Franchised Business;

(c) The Entity shall engage in no other business than the operation of the Franchised Business unless Franchisor approves such other business in writing. Franchisor may, in its sole discretion, for any reason, elect to withhold approval;

(d) Franchisee shall furnish to Franchisor, upon execution or any subsequent transfer of this Agreement, a copy of Franchisee's articles of incorporation, articles of organization, bylaws, operating agreement, partnership agreement or equivalent governing document, as applicable, and shall thereafter promptly furnish Franchisor with a copy of any and all amendments or modifications thereto;

(e) Franchisee shall promptly furnish Franchisor, on a regular basis, with certified copies of such Entity records material to the Franchised Business as Franchisor may require from time to time in the Manual or otherwise in writing; and

(f) Franchisee shall maintain stop-transfer instructions against the transfer, on its records, of any securities with voting rights, subject to the restrictions of this Agreement, and each certificate of Franchisee representing ownership or equity interests in the Entity, shall have conspicuously endorsed upon it the following legend:

> The transfer of this *[stock/membership interest/ownership interest]* is subject to the terms and conditions of a The Simple Greek Franchise Agreement with The Simple Greek dated ____________________. Reference is made to the provisions of said Franchise Agreement and to the governing documents of *[name of Franchisee Entity]*.

VII. CONFIDENTIAL OPERATING STANDARDS MANUAL

~~7.1~~ Compliance With Confidential Operating Standards Manual. In order to protect the reputation and goodwill of Franchisor and the System and to maintain uniform standards of operation under the System and the Marks, Franchisee shall conduct the Franchised Business in accordance with Franchisor's Confidential Operating Standards Manual (together with any other manuals and written materials created or approved for use in the operation of the Franchised Business granted herein, and all amendments and updates thereto, collectively the "**Manual**"), which contains the standards, specifications, procedures and techniques of the System. The Manual shall remain the sole property of Franchisor and must be returned to Franchisor at Franchisor's direction. Franchisee~~,~~ and ~~if Franchisee is an Entity, its Principals,~~Principal(s), acknowledge that the contents of the Manual and Franchisee's knowledge of Franchisor's processes, services, products, know-how and the System, are secret, unique, and confidential and contain trade secrets and other material proprietary to Franchisor. Franchisee ~~acknowledges~~and Principal(s) acknowledge that its entire knowledge of the operation of the Franchised Business is and shall be derived from information disclosed to Franchisee and Principal(s) by Franchisor and that certain of the information is proprietary, confidential and a Trade Secret of Franchisor. "**Trade Secrets**" refers to the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures or improvements regarding the Franchised Business or the System that is valuable and secret in the sense that it is not generally known to competitors of The Simple Greek. Franchisee and Principal(s) shall maintain the absolute confidentiality of all Trade Secrets during and after the Term, and shall not use any such information in any other business or in any manner not specifically authorized or approved in writing by Franchisor. Franchisee ~~agrees~~and Principal(s) agree not to disclose the contents of the Manual to unauthorized persons and to use Franchisee's best efforts to prevent unauthorized disclosure to any person, 7.1 as this disclosure would cause irreparable harm to Franchisor and the System. Franchisee ~~understands~~and Principal(s) understand that the Manual is loaned to Franchisee in an online format, and that at all times the Manual remains the sole property of Franchisor. Franchisee ~~agrees~~and Principal(s) agree to return any printed copies of the Manual to Franchisor or destroy any files containing the Manual upon the termination of this Agreement or at times as may otherwise be directed by Franchisor. Franchisee and Principal(s) shall not copy or otherwise duplicate the Manual or any other proprietary materials without Franchisor's consent. The Manual may contain certain optional or advisory terms, which Franchisor includes as a convenience to Franchisee and to assist in the operation of the Franchised Business as Franchisee deems appropriate in its business judgment. Franchisor retains the right to modify, change, add to, delete, or supplement the Manual and to specify other systems, procedures or forms in any manner it deems necessary, in its sole discretion, and shall notify Franchisee about changes in writing by fax, mail, electronic mail or postings on Franchisor's intranet system or website on the internet.

7.2 Non-Compliance Fee. Franchisee acknowledges that any deviation from any contractual requirement, including a system standard in the Manual, constitutes a violation of this Agreement and will require Franchisor to incur incalculable administrative and management costs to address the violation. Therefore, Franchisee agrees that, in order to compensate Franchisor for its incalculable administrative and management costs due to Franchisee's operational violations, Franchisee must pay Franchisor Two Hundred and Fifty Dollars ($250.00) for each deviation from a contractual requirement, including any system standard in the Manual, cited by Franchisor ("**Non-Compliance Fee**"). Non-Compliance Fees are due upon Franchisor notifying Franchisee of the imposition of a Non-Compliance Fee. Franchisor may charge any Non-Compliance fee via an authorized ACH payment. Franchisor need not give Franchisee a cure opportunity before charging the Non-Compliance Fee. Charging the Non-Compliance Fee does not preclude Franchisor from seeking injunctive relief to restrain any subsequent or continuing violation, formally defaulting and terminating this Agreement or exercising any of Franchisor's rights under this Agreement.

VIII. TRAINING

8.1 Training Generally. Before Franchisee opens the Franchised Business, and from time to time thereafter, Franchisor will make available to Franchisee various mandatory and optional training programs. Franchisee must timely complete all mandatory training as set forth in this Article VIII. Franchisee acknowledges that, as the owner of its TSG Restaurant, Franchisee is responsible for the training of its employees.

8.2 Initial Training. Franchisor will provide initial training of approximately three to four weeks duration, although the length of training may change at Franchisor's discretion. A minimum of two (and maximum of four) managerial employees must attend initial training. One attendee must be an operating partner, who must own at least 25% of the equity of a franchisee entity. The cost of Initial Training (instruction and required materials) is borne by Franchisor. All other expenses, including travel, meals and lodging and Franchisee's employee wages, must be paid by Franchisee. Franchisor may impose additional fees for training any other personnel.

~~8.3~~ Additional Training. Franchisor may make available to Franchisee, from time to time, such additional training programs as Franchisor, in its sole discretion, may choose to conduct ("**Additional Training**"). Attendance at Additional Training may be mandatory. The cost of conducting Additional

8.3 Training (instruction and required materials) is borne by Franchisor. All other expenses, including travel, meals and lodging and Franchisee's employee wages, will be paid by Franchisee.

8.4 Pre-Opening/Grand Opening Assistance. Franchisor will provide pre-opening and grand opening assistance at Franchisee's TSG Restaurant with designated staff and Franchisor's trainers. Pre- opening and grand opening assistance will begin approximately seven days before opening to the public, and consists of setting up the Franchised Business for operation and will last for approximately ten to fourteen days, although the time may vary as Franchisor deems advisable. Unless Franchisor provides otherwise in writing or in the Manual, all costs for pre-opening and grand opening assistance will be borne by Franchisee.

IX. DUTIES OF FRANCHISOR

9.1 Continuing Advisory Assistance. Franchisor will make available to Franchisee such continuing advisory assistance in the operation of the Franchised Business, in person or by electronic or written bulletins made available from time to time as Franchisor deems advisable.

9.2 Pre-Opening Assistance. Franchisor, in its sole discretion, may provide opening assistance to Franchisee at the Franchised Business, including but not limited to the following:

(a) Counsel Franchisee on necessary start-up and inventory items and assist Franchisee with ordering supplies and products necessary for commencement of operations;

(b) Provide location research and site selection assistance, including real estate and demographic analysis, as Franchisor deems advisable, subject to the availability of Franchisor's personnel;

(c) Provide typical floor plans and site build-out specifications for the construction of the Franchised Business; and

(d) Provide training to Franchisee's managerial employees as set forth in Article VIII of this Agreement.

9.3 Standard Plans and Specifications. Franchisor will make available to Franchisee standard plans and specifications to be utilized only in the construction of the Franchised Business. The standard plans and specifications will be initially provided in the Manual. No modification to or deviations from the standard plans and specifications may be made without the written consent of Franchisor. Franchisee shall obtain, at its expense, further qualified architectural and engineering services to prepare surveys, site and foundation plans, and to adapt the standard plans and specifications to applicable local or state laws, regulations or ordinances. Franchisee shall bear the cost of preparing plans containing deviations or modifications from the standard plans.

~~9.4~~ Uniformity; Suppliers. Franchisor will continue its reasonable efforts to maintain high and uniform standards of quality, cleanliness, appearance and service at all The Simple Greek Restaurants, to protect and enhance the reputation of the System and the demand for the products and services of the System. Franchisor will establish uniform criteria for approving suppliers and make every reasonable effort

9.4 to disseminate its standards and specifications to prospective suppliers of Franchisee upon written request of Franchisee. However, Franchisor may elect not to make available to prospective suppliers the standards and specifications for such food formulae or equipment designs deemed by Franchisor in its sole discretion to be confidential. Franchisor may conduct periodic inspections of the restaurant premises and evaluations of the products used and sold at the Franchised Business.

9.5 Delegation. Franchisee agrees that Franchisor shall have the right to delegate to third-party designees, whether Franchisor's agents or independent contractors with whom Franchisor has contracted, the performance of any portion or all of Franchisor's obligations under this Agreement, and any right Franchisor has under this Agreement. If Franchisor does so, such third-party designees will be obligated to perform the delegated functions for Franchisor in compliance with this Agreement.

X. DUTIES OF FRANCHISEE

10.1 Maintenance of the Franchised Business. Franchisee understands and acknowledges that every detail of the System is important to Franchisor, Franchisee and other franchisees so as to develop and maintain high and uniform operating standards, to increase the demand for The Simple Greek products and services and to protect the reputation and goodwill of Franchisor, the System and the Marks. Accordingly, Franchisee agrees that:

(a) Franchisee shall maintain, at all times during the Term, at Franchisee's expense, the premises of the Franchised Business and all fixtures, furnishings, signs, systems and equipment, in conformity with Franchisor's high standards and public image and to make such additions, alterations, improvements, repairs, and replacements (but no others, without Franchisor's prior written consent) as may be required by Franchisor from time to time, including but not limited to the following, at Franchisee's sole cost and expense:

i. To keep the Franchised Business in the highest degree of sanitation and repair, including but not limited to such periodic repainting, repairs or replacement of impaired equipment, and replacement of obsolete signs, as Franchisor may reasonably direct;

ii. To meet and maintain the highest governmental standards and ratings applicable to the operation of the Franchised Business; and

iii. To complete a full reimaging, renovation, refurbish and modernization of the Franchised Business, within the time frame required by Franchisor, but not more often than once every five years, including the building design, parking lot, landscaping, equipment, point of sale system, signs, interior and exterior decor items, fixtures, furnishings, trade dress, color scheme, presentation of trademarks and service marks, supplies and other products and materials, to meet the then-current design criteria for The Simple Greek Restaurants, including but not limited to such structural changes, remodeling and redecoration and such modifications to existing improvements as may be necessary to do so (a "**Franchised Business Renovation**"). Franchisee shall not be required to perform a Franchised Business Renovation if there is less than one year remaining in the Term. Nothing herein shall be deemed to limit Franchisee's other obligations during the Term to operate the Franchised Business in accordance with Franchisor's standards and specifications for the System including but not limited to the obligations set forth in this Article X.

~~standards and specifications for the System including but not limited to the obligations set forth in this Article X.~~

10.2 System Compliance. Franchisee shall operate the Franchised Business in strict conformity with such uniform methods, standards and specifications as Franchisor may from time to time prescribe in the Manual or otherwise in writing to insure that the highest degree of quality, service and cleanliness is uniformly maintained, and Franchisee shall refrain from any deviation from such methods, standards and specifications, and shall refrain from otherwise operating in any manner which reflects adversely on Franchisor's name and goodwill or on the Marks or the System. In connection therewith, Franchisee agrees as follows:

(a) To maintain in sufficient supply, and use at all times, only such ingredients, products, materials, supplies, and paper goods that conform to Franchisor's standards and specifications, and to refrain from deviating from such standards and specifications by using nonconforming items, without Franchisor's prior written consent, which Franchisor may withhold in its sole discretion;

(b) To sell or offer for sale only such products and menu items that have been expressly approved for sale in writing by Franchisor, and that meet Franchisor's uniform standards of quality and quantity and have been prepared in accordance with Franchisor's methods and techniques for product preparation;

(c) To sell or offer for sale the minimum menu items specified in the Manual or otherwise in writing;

(d) To refrain from any deviation from Franchisor's standards and specifications for serving or selling the menu items, without Franchisor's prior written consent, which Franchisor may withhold in its sole discretion;

(e) Upon thirty days' written notice from Franchisor, to sell or offer for sale only such beverages produced by Franchisor's designated beverages supplier in accordance with Section 10.3 below, and to discontinue selling or offering for sale such items as Franchisor may, in its discretion, disapprove in writing at any time in its sole discretion;

(f) To use the premises of the Franchised Business solely for the purpose of conducting the Franchised Business, and to conduct no other business or activity from the premises, whether for profit or otherwise, without Franchisor's prior written consent, which Franchisor may withhold in its sole discretion;

(g) To keep the Franchised Business open and in normal operation during such business hours as Franchisor may prescribe in the Manual or otherwise in writing;

~~(h)~~ To permit Franchisor or its agents, at any time during ordinary business hours, to remove from the Franchised Business samples of any ingredients, products, materials, supplies and paper goods used in the operation of the Franchised Business, without payment, in amounts reasonably necessary for testing by Franchisor or an independent laboratory to determine whether such samples meet Franchisor's

(h) then-current standards and specifications. In addition to any other remedies Franchisor may have under this Agreement, Franchisor may require Franchisee to bear the cost of such testing if any such ingredient, products, materials, supplier or paper goods have been obtained from a supplier not approved by Franchisor, or if the sample fails to conform to Franchisor's specifications;

(i) To purchase, install and construct, at Franchisee's expense, all improvements, furniture, fixtures, equipment and signage specified in the approved standard plans and specifications, and such other furnishings, fixtures, equipment and signage as Franchisor may direct from time to time in the Manual or otherwise in writing, and to refrain from installing or permitting to be installed on or about the premises of the Franchised Business, without Franchisor's written consent, any improvements, furniture, fixtures, equipment or signage not first approved in writing by Franchisor in its sole discretion;

(j) To comply with and obey all applicable civil and criminal laws, ordinances, rules, regulations, rulings and orders of public authorities of every nature which in any way regulate or affect the operation of the Franchised Business including but not limited to obtaining all required food handling and other permits, certificates, business licenses, health department approvals and similar items;

(k) To pay promptly all taxes and business expenses;

(l) To comply with all laws, ordinances, rules and regulations, rulings and orders of public authorities covering occupational hazards, accommodations for the disabled and equal access laws including but not limited to the Americans with Disabilities Act, workers' compensation insurance, and unemployment insurance; and

(m) To grant Franchisor and its agents the right to enter upon the premises of the Franchised Business at any time during ordinary business hours for the purpose of conducting inspections, to cooperate with Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request and, upon written notice from Franchisor or its agents, and without limiting Franchisor's other rights under this Agreement, to take such steps as may be necessary immediately to correct the deficiencies detected during any such inspection, including but not limited to immediately desisting from the further use of any practice, equipment, promotional materials, products or supplies that do not conform with Franchisor's then-current specifications, standards or requirements.

10.3 Purchase of Products.

(a) Franchisee shall purchase all ingredients, products, materials, supplies and other items required in the operation of the Franchised Business that are or incorporate Trade Secrets as designated by Franchisor ("**Trade-Secret Products**") and as further described in the Manual, only from Franchisor or suppliers designated by Franchisor. Upon thirty days' prior written notice that Franchisor has designated an exclusive beverage supplier for any or all beverage products sold within the System, Franchisee shall purchase all such designated beverage products only from Franchisor's designated beverage supplier.

~~(b)~~ Franchisee shall purchase all ingredients, products, materials, supplies, paper goods, and other items required for the operation of the Franchised Business, other than Trade-Secret

(b) Products and Designated Beverage Products, solely from suppliers who demonstrate, to the continuing reasonable satisfaction of Franchisor, the ability to meet Franchisor's standards and specifications for such item, who possess adequate quality controls and capacity to supply Franchisee's needs promptly and reliably and who have been approved in writing by Franchisor and such approval has not thereafter been revoked. If Franchisee desires to purchase any such items from an unapproved supplier, Franchisee shall submit to Franchisor a written request for approval, or shall request the supplier itself to seek approval. Franchisor shall have the right to require, as a condition of its approval, that its representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered, at Franchisor's option, either to Franchisor or to an independent laboratory designated by Franchisor for testing prior to granting approval. A charge not to exceed Franchisor's reasonable cost of inspection and the actual cost of testing shall be paid by the supplier or Franchisee. Franchisor reserves the right, at its option, to re-inspect the facilities and products of any such approved supplier from time to time and to revoke its approval upon failure of such supplier to continue to meet any of the foregoing criteria.

10.4 Advertising Cooperative. Franchisor shall have the right, in its sole discretion, to establish a local advertising cooperative ("**Cooperative**") in any designated market area ("**DMA**") that consists of franchisees located within such DMA. In addition, a Cooperative for the DMA in which the Franchised Business is located may be established upon a favorable vote, as set forth below, of the owners of all The Simple Greek Restaurants (including non-franchised restaurants) within the same DMA. Each owner will be entitled to cast one vote for each restaurant owned and operated by that owner within such DMA. If 80% of all votes entitled to be cast vote in favor of establishing a Cooperative, then such Cooperative shall be formed.

(a) Once a Cooperative is established in the DMA in which the Franchised Business is located, Franchisee shall become a member of such Cooperative upon commencement of operation of the Franchised Business if the Cooperative is in existence at that time, or no later than 30 days after the date on which the Cooperative commences operation. In no event shall Franchisee be required to be a member of more than one Cooperative with respect to the Franchised Business.

(b) Each Cooperative shall be organized and governed in a form and manner, and shall commence operations on a date, approved in advance by Franchisor in writing.

(c) Each Cooperative shall be organized for the exclusive purpose of administering regional advertising programs and developing, subject to Franchisor's approval, standardized promotional materials for use by its members within the DMA in local advertising.

(d) No advertising or promotional plans or materials may be used by a Cooperative or furnished to its members without the prior approval of Franchisor, pursuant to the procedures and terms set forth in Section 10.7.

~~10.5~~ Contribution to the Cooperative. If a Cooperative has been established in any DMA, Franchisee shall contribute an amount, to be determined by the Cooperative, which when added to the amount required by Franchisor to be contributed to the Fund, shall not be less than 2% of its weekly Gross Sales ("**Cooperative Contribution**"). Franchisee shall pay its Cooperative Contribution on a weekly basis, 10.5 based upon the Gross Sales for the preceding week, together with such statements or reports as may be required by Franchisor or required by the Cooperative as allowed with Franchisor's prior written approval.

10.6 Advertising Standards; Approval Procedures. All local advertising by Franchisee shall be in such media and of such type and format as Franchisor may approve in its sole discretion, shall be conducted in a dignified manner and shall conform to such standards and requirements as Franchisor may specify from time to time. Franchisee shall not use any advertising or promotional plans or materials unless and until Franchisee has received written approval from Franchisor, pursuant to the procedures and terms set forth in this Section. All advertising and promotional plans proposed to be used by Franchisee or the Cooperative, where applicable, except such plans and materials that have been previously approved by Franchisor, shall be submitted to Franchisor for Franchisor's written approval (except with respect to prices to be charged) prior to any use thereof. Franchisor shall endeavor to complete its review of Franchisee's proposed advertising and promotional plans within 30 days after Franchisor receives such plans. If written approval is not received by Franchisee or the Cooperative from Franchisor within 30 days after receipt by Franchisor of such plans, Franchisor shall be deemed to have disapproved such plans.

10.7 Multiple Franchised Businesses. If Franchisee or Franchisee and its affiliates operate more than one Franchised Business, Franchisee must hire and retain a supervisor, which may be Franchisee, to supervise and coordinate the operation of the Franchised Businesses. Franchisee must also employ an additional supervisor upon the opening of Franchisee's ninth Franchised Business and upon the opening of each successive eighth Franchised Business thereafter. Each supervisor must attend and successfully complete Initial Training prior to assuming any supervisory responsibilities and must meet such other standards as Franchisor may reasonably impose from time to time. No supervisor may have supervisory responsibilities for more than eight Franchised Businesses. The requirements in this Section may be modified or supplemented by Franchisor in the Manual from time to time.

10.8 Delegation of Operating or Managing Duties. If at any time Franchisee proposes for the Franchised Business to be operated or managed by an Entity or individual other than Franchisee, Franchisor reserves the right to review and approve the operating or managing entity or individual and to require and approve an operating or management agreement prior to such party's assumption ofoperations. Franchisor may, in its sole discretion, reject the operating entity, the individual operator or the operating or management agreement. If approved by Franchisor, the operating entity and/or individual shall agree in writing to comply with all of Franchisee's obligations under this Agreement as though such party were the franchisee designated therein, on such form as may be designated by Franchisor. The operation of the Franchised Business by any party other than Franchisee, without Franchisor's prior written consent, shall be deemed a material default of this Agreement for which Franchisor may terminate this Agreement pursuant to the provisions of Section 15.2(p).

~~10.9~~ Computer Systems. Franchisee shall, within 30 days from receipt of written notice from Franchisor, purchase and install computer hardware and software at the Franchised Business and/or at Franchisee's principal business office, which computer hardware shall include telecommunications devices, and which software may be a single program or set of programs, all of which must be obtained in accordance with Franchisor's standards and specifications set forth in the Manual (the "**Required Computer Equipment**"). Franchisee will be required to purchase any software maintenance, support and upgrades and pay any fees associated with such maintenance, support and upgrades as is required by any provider of

10.9 the Required Computer Equipment, any monthly software fee, and as otherwise set forth in the Manual. Franchisor or its Affiliates are not obligated to provide any ongoing maintenance, repair, upgrades or updates to the Required Computer Equipment. The Required Computer Equipment shall permit Franchisor to access Franchisee's sales and other information. Franchisee shall be solely responsible for protecting Franchisee's computer, electronic, and communications systems from viruses, computer hackers and other computer-related and technology-related problems, and Franchisee releases Franchisor from all claims it may have as result of viruses, hackers or other computer-related or technology-related problems.

10.10 Appearance, Customer Service and Customer Reimbursement. Franchisee, its employees and agents shall (i) maintain a clean and attractive appearance, (ii) give prompt, courteous, and efficient service to the public and (iii) otherwise operate the Franchised Business in strict compliance with the policies, practices, and procedures set forth in this Agreement and contained in the Manual, in order to preserve, maintain and enhance the reputation and goodwill of the System. Franchisee may not alter, change, or modify the System, the Franchised Business, the products, supplies or equipment in any way without the prior written consent and approval of Franchisor, which Franchisor may withhold in its sole discretion. All employees of Franchisee servicing the general public must wear the clothing and adhere to Franchisor's guidelines for appearance in accordance with the standards set forth in the Manual. Franchisor reserves the right to establish maximum resale prices for use with multi-area marketing programs and special price promotions. If Franchisor is contacted by a customer or other patron of the Franchised Business who wishes to lodge a complaint, Franchisor reserves the right to address the complaint in order to preserve goodwill and prevent damage to the brand. Franchisor's right to address complaints may include refunding money to the complaining customer in Franchisor's sole discretion, in which case Franchisee will reimburse Franchisor for all such amounts, plus an administrative fee. Franchisee authorizes Franchisor to take such payment through ACH.

10.11 Conferences and Conventions. Franchisor reserves the right to hold and require all franchisees to attend national, regional or local conferences for The Simple Greek franchisees to discuss sales techniques, operational standards and advertising. If Franchisor holds such conferences, Franchisee may be required to attend any conference for which Franchisor determines Franchisee's attendance is mandatory. Any costs or expenses associated with Franchisee's attendance of such conferences will be borne solely by Franchisee.

10.12 Internet and Social Media. Franchisee shall not establish any website or internet presence, including but not limited to any internet web pages, social media accounts or pages, or review sites, without Franchisor's prior written approval. In addition, Franchisee must receive prior written approval from Franchisor for the design, links, names and representations included on any website or social media account, or other information posted on the internet related to the Franchised Business, including any of the Marks. Franchisor may require Franchisee to discontinue any website or other electronic advertising or promotion if Franchisee misuses the Marks on Franchisee's website or any social media pages.

~~10.13~~ Grand Opening Advertising. Franchisee must spend in the range of $10,000 to $15,000 to conduct an advertising campaign to promote the grand opening of the TSG Restaurant. The grand opening advertising campaign must be conducted after the TSG Restaurant opens for business at the appropriate time designated by Franchisor. Grand opening monies will be spent on social media, print, radio, digital advertising and/or other advertising or promotions that Franchisor and Franchisee agree is best suited for Franchisee's grand opening campaign. Franchisee must deposit with Franchisor the grand opening

10.13 campaign money between 60 and 90 days prior to the grand opening date, and Franchisor will make grand opening campaign disbursements on behalf of Franchisee.

XI. INSURANCE

11.1 Insurance Program. Franchisee shall procure, prior to commencement of construction of the Franchised Business, and shall maintain in full force and effect during the Term at Franchisee's expense, an insurance policy or policies protecting Franchisee and Franchisor, and their officers, directors, members, managers, employees, agents and invitees, against any loss, liability, or expense whatsoever from personal injury, death or property damage or casualty, including fire, lightning, theft, vandalism, malicious mischief, and other perils normally included in an extended coverage endorsement arising from, occurring upon or in connection with the construction, operation or occupancy of the Franchised Business, as Franchisor may reasonably require for its own and Franchisee's protection.

11.2 Insurance Requirements. Such policy or policies shall be written by an insurance company satisfactory to Franchisor, and shall include, at a minimum the following coverage:

(a) **Workers' Compensation Insurance**, with statutory limits as required by the laws and regulations applicable to the employees of Franchisee who are engaged in the performance of their duties relating to the Franchised Business, including any pre-opening training programs, as well as such other insurance as may be required by statute, ordinance or regulation of the state or locality in which the Franchised Business is located;

(b) **Employer's Liability Insurance**, for employee bodily injuries and deaths, with a limit of $500,000 each accident;

(c) **Comprehensive or Commercial General Liability Insurance,** covering claims for bodily injury, death and property damage, including Premises and Operations, Independent Contractors, Products and Completed Operations, Personal Injury, Contractual, and Broad Form Property Damage Liability coverages, with limits as follows:

Occurrence/Aggregate Limit of $1,000,000 for bodily injury, death and property damage each occurrence and $2,000,000 for general aggregate or Split liability limits of:

- $1,000,000 for bodily injury per person
- $1,000,000 for bodily injury per occurrence
- $500,000 for property damage;

(d) **Comprehensive Automobile Liability Insurance,** if applicable, covering owned, non-owned and hired vehicles, with limits as follows:

Combined Single Limit of $500,000 for bodily injury, death and property damage per occurrence or Split liability limits of:

- $500,000 for bodily injury per person
- $500,000 for bodily injury per occurrence
- $250,000 for property damage;

(e) **All Risk Property Insurance,** on a replacement cost basis, with limits as appropriate, covering the real property of Franchisee and any real property which Franchisee may be obligated to insure by contract. Such real property may include, but is not limited to, buildings, machinery, equipment, furniture, fixtures and inventory;

(f) **Liquor Liability Insurance,** in a commercially reasonable form, if Franchisee is selling alcohol from the Franchised Business; and

(g) **Business Interruption Insurance,** covering Franchisee's loss of revenues and ongoing expenses and to cover any amounts due and owing to Franchisor under this Agreement, including but not limited to the royalty fee, National Advertising Fund Contribution and Cooperative Contributions that would have been made by Franchisee had the business interruption not occurred, based upon the average of receipts of the Franchised Business for the trailing twelve months prior to the interruption, in an amount not less than the actual loss resulting from an interruption of business for a minimum of twelve (12) months.

11.3 Additional Insurance Requirements. All such policies of insurance shall be placed with an insurance company that has a claims rating ability of at least A- from A.M. Best and shall provide that the same shall not be canceled, modified or changed without first giving 30 days' prior written notice thereof to Franchisor. No such cancellation, modification or change shall affect Franchisee's obligation to maintain the insurance coverages required by this Agreement. Except for Workers' Compensation Insurance, Franchisor shall be named as an Additional Insured on all such required policies. All liability insurance policies shall be written on an "occurrence" policy form. Franchisee shall be responsible for payment of any and all deductibles from insured claims under its policies of insurance. Franchisee shall not satisfy the requirements of this Article XI unless and until certificates of such insurance, including renewals thereof, have been delivered to Franchisor. Franchisee shall not self-insure any of the insurance coverages required by this Agreement, or non-subscribe to any state's applicable workmen's compensation laws without the prior written consent of Franchisor. Franchisor shall have the right, at any time during the Term to increase the minimum limits of insurance coverage or otherwise modify the insurance requirements of this Agreement upon written notice in the Manual or as otherwise prescribed by Franchisor in writing. If Franchisee shall fail to comply with any of the insurance requirements contained in this Article XI, upon written notice to Franchisee by Franchisor, Franchisor may, without any obligation to do so, procure such insurance and Franchisee shall pay Franchisor, upon demand, the cost thereof plus interest at the maximum rate permitted by law, and a reasonable administrative fee designated by Franchisor.

~~11.4~~ Primary Coverage. Franchisee agrees that all insurance policies obtained by Franchisee pursuant to this Article XI shall be primary coverage, the applicable limits of which shall be exhausted

~~11.4~~ before any benefits (defense or indemnity) may be obtained under any other insurance (including self- insurance) providing coverage to Franchisor. In the event payments are required to be made under Franchisor's own insurance policies or self-insurance (whether for defense or indemnity) before the applicable coverage limits for the insurance policies obtained by Franchisee are exhausted, then Franchisee hereby agrees to reimburse, hold harmless and indemnify Franchisor and its insurers for such payments. Franchisee shall notify its insurers of this Agreement and shall use its best efforts to obtain an endorsement on each policy it obtains pursuant to this Article XI stating as follows:

> The applicable limits of this policy shall be applied and exhausted before any benefits may be obtained (whether for defense or indemnity) under any other insurance (including self- insurance) that may provide coverage to The Simple Greek, LLC, a Delaware limited liability company. All insurance coverage obtained by The Simple Greek, LLC shall be considered excess insurance with respect to this policy, the benefits of which excess insurance shall not be available until the applicable limits of this policy are exhausted.

11.5 No Limitation on Coverage. Franchisee's obligation to obtain and maintain the foregoing policy or policies of insurance in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Article XVIII of this Agreement.

11.6 Issuance of Insurance. Franchisee must obtain the insurance required by this Agreement no later than 15 days before the date on which any construction is commenced. The Franchised Business shall not be opened for business prior to Franchisor's receipt of satisfactory evidence that all insurance required by this Agreement is in effect. Upon obtaining such insurance, and on each policy renewal date thereafter, Franchisee shall promptly submit evidence of satisfactory insurance and proof of payment therefore to Franchisor, together with, upon request, copies of all policies and policy amendments. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least 30 days' prior written notice to Franchisor.

XII. CONFIDENTIAL INFORMATION

12.1 Definition. For purposes of this Agreement, the term "Confidential Information" means information relating to Franchisor or the System that is not generally available to the public, including the Manual, recipes, products, other trade secrets, drawings, materials, recipes, prepared mixtures or other food products and all other information and know-how relating to the methods of developing, operating and marketing the Franchised Business and the System. Confidential Information does not include information Franchisee can demonstrate came to Franchisee's attention through legal methods other than by disclosure by Franchisor, or which, at the time of disclosure thereof by Franchisor to Franchisee, had become a part of the public domain, through publication or communication by others; or which, after disclosure to Franchisee by Franchisor, becomes a part of the public domain, through publication or communication by others.

~~12.2~~ Maintenance of Confidential Information. During the Term, and after the expiration or termination of this Agreement, Franchisee and Principal(s) must use its best efforts to protect the Confidential Information. Accordingly, Franchisee and Principal(s) must not communicate, divulge, or use for the benefit of any other person, persons

12.2 or entity, any part of the Confidential Information. Franchisee may divulge such Confidential Information only to such employees of Franchisee who must have access to it in order to carry out Franchisee's obligations under this Agreement and as may be required by law, provided Franchisee shall give Franchisor prior written notice of any such required disclosure by law immediately upon receipt of notice by Franchisee in order for Franchisor to have the opportunity to seek a protective order or take such other actions as it deems appropriate under the circumstances. Franchisor reserves the right to require Franchisee or any of its officers, partners, principals, employees or other agents to execute a confidentiality agreement or similar instrument(s) containing restrictions as those provided in this Section and, as applicable, throughout this Agreement.

XIII. COVENANTS

13.1 Franchisee's Best Efforts. Franchisee covenants that, during the Term, except as otherwise approved in writing by Franchisor, Franchisee or, alternatively, one designated management employee or approved agent if that employee or agent assumes primary responsibility for the operation of the Franchised Business, shall devote full time energy and best efforts to the management and operation of the Franchised Business.

13.2 Non-Competition and Non-Solicitation During Term. Franchisee ~~acknowledges~~and Principal(s) acknowledge that Franchisee and Principal(s) will receive valuable, specialized training and the Confidential Information. Franchisee ~~covenants~~and Principal(s) covenant that, during the Term, Franchisee, Principal(s) and any of ~~its~~Franchisee's, shareholders, officers, directors, members, managers, partners and guarantors, shall not, either directly or indirectly, for itself or themselves or on behalf of, or in conjunction with, any other person or entity:

(a) Divert or attempt to divert any business or customer of the Franchised Business to a Competitive Business (defined in Section 13.5) by direct or indirect inducements or otherwise, or to do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System;

(b) Employ or seek to employ any person who is, at that time, employed by Franchisor~~ or by any other The Simple Greek franchisee~~, or otherwise, directly or indirectly, induce such person to leave his or her employment with Franchisor~~ or any other The Simple Greek franchisee~~; or

(c) Own, maintain, operate, engage in, grant a franchise to, advise, help, make loans to, lease property to, or have any interest in, directly or indirectly, a Competitive Business. However, this covenant shall not apply to any business operated by Franchisee under a franchise agreement with Franchisor or any of its Affiliates.

13.3 Post-Termination Covenants. Franchisee ~~covenants~~and Principal(s) covenant that Franchisee, Principal(s), and any of ~~its~~Franchisee's shareholders, officers, directors, members, managers, partners and guarantors, either directly or indirectly, for itself or themselves or on behalf of, or in conjunction with, any other person or entity, regardless of the cause for termination shall not:

~~(a)~~ For a period of two years following the expiration or termination of this Agreement, own, maintain, operate, engage in, grant a franchise to, advise, help, make loans to, lease

(a) property to, or have any interest in, directly or indirectly, a Competitive Business that is located within a radius of 10 miles of (i) the location specified in the Approved Site Location Addendum as described in Article I or (ii) the location of any other The Simple Greek Restaurant, whether owned by Franchisor or any other The Simple Greek franchisee, in existence as of the date of expiration or termination of this Agreement. This restriction will not apply to the ownership of less than 2% of the outstanding shares of a publicly-traded security. Franchisee and its Principals, officers, directors, shareholders, managers, members, partners and guarantors expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting those skills. As a result, adherence to this restriction will not deprive them of their personal goodwill or ability to earn a living.

(b) For a period of one year following the termination or expiration of this Agreement, employ or seek to employ any person who is, at the time of the expiration or termination of this Agreement, employed by Franchisor or by any other The Simple Greek franchisee, or otherwise, directly or indirectly, induce such person to leave his or her employment with Franchisor~~ or any other The Simple Greek franchisee~~.

13.4 Nondisclosure and Noncompetition Agreement. Franchisee must have its shareholders, officers, directors, members, managers, partners, guarantors, supervisory and principal employees, including managers and assistant managers (as a condition to their employment), anyone Franchisee may choose to send to training, and anyone who has access to the Manual or any of Franchisor's proprietary information or Confidential Information, execute Franchisor's standard Nondisclosure and Noncompetition Agreement~~ (which is an exhibit to the Franchise Disclosure Document and as~~, (attached hereto as **Exhibit H**, and which may be updated in the Manual) before performing any work at the Franchised Business or otherwise having access to The Simple Greek's proprietary information. A copy of all the signed agreements shall be delivered to Franchisor within one week of their execution. The failure of Franchisee to obtain execution of such Nondisclosure and Noncompetition Agreements as required by this Section shall constitute a material breach of this Agreement.

13.5 Competitive Business. For purposes of this Article XIII, a "**Competitive Business**" is defined as any limited service or quick service retail food establishment that derives more than thirty percent (30%) of its gross sales from the sale of either (a) Greek, Mediterranean or Middle Eastern or Greek-, Mediterranean- or Middle Eastern-style food, (b) or bowls, salads, wraps or pitas topped or filled with protein and/or vegetables.

13.6 Independent Covenants. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Article XIII, is held unenforceable by a court or other tribunal having jurisdiction on a final decision, then 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 resulting covenant was separately stated in and made a part of this Article XIII.

~~13.7~~ Right to Reduce Covenants. Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Article XIII, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of

13.7 written notice thereof, and Franchisee agrees that it shall comply with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Article XXII.

13.8 Injunctive Relief. The parties acknowledge that it will be difficult to ascertain with any degree of certainty the amount of damages resulting from a breach by Franchisee of any of the covenants contained in this Article XIII. It is further agreed and acknowledged that any violation by Franchisee of any of said covenants will cause irreparable harm to Franchisor. Accordingly, Franchisee agrees that upon proof of the existence of a violation of any said covenants, Franchisor will be entitled to injunctive relief against Franchisee in any court of competent jurisdiction having authority to grant such relief, together with all costs and reasonable attorneys' fees incurred by Franchisor in bringing such action.

13.9 Interpretation. ALL PARTIES TO THIS AGREEMENT ACKNOWLEDGE THAT THIS SECTION HAS BEEN FULLY NEGOTIATED AND HAS BEEN ENTERED INTO FREELY. If any provision of this Article XIII shall be held to be invalid by any tribunal, the terms of said invalid provision shall be modified to the least possible extent to make the provision valid. This Article XIII shall not be interpreted against either party as drafter.

XIV. TRANSFERABILITY OF INTEREST

14.1 Transfer by Franchisor**.** This Agreement shall inure to the benefit of the successors and assigns of Franchisor. Franchisor shall have the right to transfer or assign its interest in this Agreement to any person, persons or Entity. If Franchisor's assignee assumes all the obligations of Franchisor hereunder and sends Franchisee written notice of the assignment so attesting, we will have no further obligation under this Agreement, and Franchisee agrees promptly to execute a general release of Franchisor and its Affiliates, from claims or liabilities of Franchisor under this Agreement.

14.2 Transfer by Franchisee. Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted this Agreement in reliance on Franchisee's business skills and financial capacity. Accordingly, neither (i) Franchisee, nor
(ii) any immediate or remote successor to Franchisee, nor (iii) any ~~individual~~Principal or any Entity which directly or indirectly owns any interest in Franchisee or in this Agreement, shall sell, assign, transfer, convey, donate, pledge, mortgage, or otherwise encumber any direct or indirect interest in this Agreement or in any Entity that owns the Franchised Business without the prior written consent of Franchisor. Acceptance by Franchisor of any royalty fee, advertising fee or any other amount accruing hereunder from any third party, including but not limited to any proposed transferee, shall not constitute Franchisor's approval of such party as a transferee or the transfer of this Agreement to such party. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of Franchisor, shall be null and void, and shall constitute a material breach of this Agreement, for which Franchisor may then terminate without opportunity to cure pursuant to Section 15.2(f) of this Agreement.

14.3 Conditions of Consent. Franchisor shall not unreasonably withhold its consent to any transfer referred to in Section 14.2, when requested, provided at the time of transfer:

~~(a)~~ Franchisee shall not be in default under this Agreement or any agreement with Franchisor and its Affiliates at the time Franchisee requests the right to transfer the franchise or at the time

(a) the Franchised Business is to actually be transferred. All accounts payable and other monetary obligations to Franchisor and its Affiliates shall be paid in full;

(b) Franchisee shall have agreed to remain obligated under the covenants contained in Article XIII hereof as if this Agreement had been terminated on the date of the transfer;

(c) The transferee must be of good moral character and reputation, in the reasonable judgment of Franchisor;

(d) Franchisor shall have determined, to its satisfaction, that the transferee's qualifications meet Franchisor's then-current criteria for new franchisees;

(e) The terms and conditions of the proposed transfer, including all financial terms of the proposed transfer, shall be provided in writing to Franchisor at least 15 business days prior to the proposed effective date of the transfer, and shall be approved in writing by Franchisor;

(f) Franchisee and the transferee shall execute a written assignment, in form satisfactory to Franchisor, pursuant to which the transferee shall assume all of the obligations of Franchisee under this Agreement and any other agreement relating to the Franchised Business to be transferred;

(g) Franchisee shall execute a general release, in a form substantially similar to **Exhibit I**, attached hereto, in favor of Franchisor and its Affiliates of any claims it may have against Franchisor and its Affiliates, or their shareholders, officers, directors, members, managers, employees and agents, predecessors, successors and assigns relating to the Franchised Business, unconditionally releasing them from any and all claims Franchisee might have against Franchisor and its Affiliates, or their shareholders, officers, directors, members, managers, employees and agents, predecessors, successor and assigns, as of the date of the assignment;

(h) The transferee shall execute the then-current form of The Simple Greek Franchise Agreement and such other then-current ancillary agreements as Franchisor may reasonably require. The then-current form of the Franchise Agreement may contain new or significantly different terms, including but not limited to a higher royalty fee and a higher advertising contribution than contained in this Agreement. The then-current form of the Franchise Agreement will expire on the expiration date of this Agreement and will contain the same renewal rights, if any, as are available to Franchisee under this Agreement;

(i) The transferee shall agree at its sole cost and expense, to complete a Franchised Business Renovation, within the time frame required by Franchisor, unless a Franchised Business Renovation was completed less than five years prior to the date of the transfer, and perform such other scope of work as may be determined by Franchisor;

~~(j)~~ The transferee and such other individuals as may be designated by Franchisor in the Manual or otherwise in writing, must have successfully completed the training courses then in effect for new franchisees;

~~(k)~~(j) If the transferee is an Entity, the Entity's operating agreement, bylaws, partnership agreement or equivalent governing document shall provide that further assignments or transfers of any interest in the Entity are subject to all restrictions imposed upon assignments and transfers in this Agreement;

~~(l)~~(k) Franchisee shall, at Franchisor's option and request, execute a written guarantee of the transferee's obligations under this Agreement, which guarantee shall not exceed a period of three years from the date of the transfer; and

~~(m)~~(l) Franchisee shall pay to Franchisor a transfer fee equal to one half of the then- current Initial Franchise Fee, to cover Franchisor's administrative expenses in connection with the transfer; however, no additional franchise fee shall be charged by Franchisor for a transfer described in Section 14.4 below.

~~14.4~~ Transfer to an Entity or Existing Franchisee. If a proposed transfer is (i) among existing shareholders, partners or members of the Franchisee~~, if an~~ Entity; (ii) to an existing ~~Franchisee~~Principal under this Agreement; or (iii) by ~~an individual or partnership owners of the Franchised Business~~the Principal(s) to an Entity owned at least 51% by the pre-existing owner or owners of the Franchised Business or of Franchisee, Franchisor shall not charge a transfer fee as contemplated by Section 14.3(m). Such transfer described in this Section

14.4 shall be subject to the conditions set forth in Section 14.3. However, Franchisor reserves the right to waive any such conditions or requirements in its sole discretion~~and to require the Principals of the transferee to execute a Guaranty and Assumption of Franchisee's Obligations as required by Section 6.1.~~. All additional Principals shall sign this Agreement personally, and existing Principal(s) shall not be released from, and shall continue to by bound by, his/her obligations hereunder, notwithstanding a transfer to an Entity pursuant to this Section. Franchisee shall be required to reimburse Franchisor for any legal, accounting or other professional fees that Franchisor incurs in approving a transfer under this Section.

14.5 Grant of Security Interest. Franchisee shall grant no security interest in this Agreement, the Franchised Business, or in any of its assets unless the secured party agrees that, in the event of any default by Franchisee under any documents related to the security interest (i) Franchisor shall be provided with notice of default and given a reasonable time within which to cure said default, (ii) Franchisor shall have the right and option to be substituted as obligor to the secured party and to cure any default of Franchisee or to purchase the rights of the secured party upon payment of all sums then due to such secured party, except such amounts which may have become due as a result of any acceleration of the payment dates based upon Franchisee's default and (iii) the secured party shall agree to such other requirements as Franchisor, in its sole discretion, deems reasonable and necessary to protect the integrity of the Marks and the System.

~~14.6~~ Transfer on Death or Mental Incapacity. Upon the death or mental incapacity of any person with an interest in this Agreement, the Franchised Business or Franchisee, the executor, administrator, or personal representative of such person shall transfer his interest to a third party approved by Franchisor within 12 months after such death or mental incapacity. Such transfer, including but not limited to transfer by devise or inheritance, shall be subject to the same conditions as any *inter vivos* transfer. However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Article XIV, the personal representative of the deceased Franchisee shall have a reasonable time, but in no event more than 12 months from Franchisee's death, to dispose of the deceased's interest in this Agreement and the Franchised Business, which disposition shall be subject to all the terms

14.6 and conditions for assignments and transfers contained in this Agreement. If the interest is not disposed of within the 12 months, Franchisor may terminate this Agreement.

14.7 Involuntary Transfers. Involuntary transfers of this Agreement by Franchisee are not binding on Franchisor and constitute grounds for the termination of this Agreement without the opportunity to cure. Franchisee agrees that using this Agreement as security for a loan or otherwise encumbering this Agreement is prohibited, unless Franchisor specifically consents to such action in writing prior to the proposed transaction. Franchisee shall not grant a sub-franchise under this Agreement nor otherwise seek to license or permit others to use this Agreement or any of the rights derived by Franchisee under it. Any attempt to transfer this Agreement in whole or part, or any material portion or property used by Franchisee in connection with this Agreement, whether or not binding on Franchisor, shall be grounds for the termination of this Agreement without the opportunity to cure, unless the transfer is authorized in writing by Franchisor.

14.8 Transfer by Court Order. If a court of competent jurisdiction orders an individual Franchisee to transfer to his or her spouse all or any part of Franchisee's interest in this Agreement or the Franchised Business, or any of the assets of the Franchised Business, such an order shall constitute a transfer under the terms of this Agreement and shall cause the transferee to be subject to all of the terms and conditions concerning transfers set forth in this Agreement.

14.9 Right of First Refusal.

(a) Franchisee grants to Franchisor the right to acquire the Franchised Business on the same terms and conditions specified in a bona fide written offer from a qualified third party. However, Franchisor may substitute the cash equivalent for any portion of the purchase price to be paid by non-cash consideration. Franchisor may purchase the interest for itself or assign its right without recourse to a nominee who will purchase the interest directly from Franchisee. Franchisee shall notify Franchisor in writing of the terms and conditions of each proposed transfer, including the interest proposed to be transferred, the purchase price or other consideration to be paid, any financing terms being extended by Franchisee, the date of the proposed transfer and all other pertinent provisions of the proposed sale. In addition, a copy of the contract, agreement, memorandum of sale, deposit receipt, or letter of intent shall also be forwarded to Franchisor as soon as it is received by Franchisee. Following its receipt of all pertinent data and documents concerning the proposed transfer, including any additional data concerning the transaction requested by Franchisor from Franchisee, Franchisor shall have 30 days within which to advise Franchisee in writing of Franchisor's election to acquire the interest proposed to be transferred on the same terms and conditions agreed to by the prospective transferee. Should Franchisor elect to acquire the interest proposed to be transferred pursuant to its right of first refusal, Franchisee and Franchisor shall cooperate to consummate the transfer. The date for the completion of the transfer may be extended at Franchisor's option for up to 30 days beyond the date originally indicated for the completion of the transfer in order to allow the completion of the transaction in a manner more convenient to Franchisor. If Franchisee is an Entity, then the above right of first refusal provisions shall apply to any sale, pledge, assignment, trade or transfer of any ownership interests in the Entity.

~~14.10~~ If Franchisor does not elect to purchase the interest proposed to be transferred, Franchisee may complete the proposed transfer on the terms and conditions set forth in its notice to Franchisor subject to Franchisor's right to approve the proposed transferee and the terms and conditions set forth under Section 14.10 14.3 above. However, if there are any changes in the terms and conditions of the proposed transfer after Franchisee notifies Franchisor of the proposed transfer, including any changes in the terms and conditions occurring after Franchisor notifies Franchisee of its election not to purchase the interest pursuant to its right of first refusal, Franchisee must notify Franchisor of the changes in writing and Franchisor shall have an additional 30 days within which to elect to purchase the interest proposed to be transferred on the revised terms and conditions. If the proposed transfer is not completed for any reason after Franchisor elects not to purchase the interest being transferred, Franchisor's right of first refusal is reinstated as to any later proposed sales or transfers by Franchisee.

XV. DEFAULT AND TERMINATION

15.1 Termination Without Notice Due To Insolvency. Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by Franchisee or such a petition is filed against Franchisee and not opposed by Franchisee; if Franchisee is adjudicated bankrupt or insolvent; if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under applicable law of any jurisdiction should be instituted by Franchisee or against Franchisee and not opposed by Franchisee; if a final judgment remains unsatisfied or of record for 30 days or longer (unless a supersedeas bond is filed); if Franchisee is dissolved; if execution is levied against Franchisee's property or business; if suit to foreclose any lien or mortgage against the premises or equipment of the Franchised Business is instituted against Franchisee and not dismissed within 30 days; or if the real or personal property of the Franchised Business shall be sold after levy thereon by any sheriff, marshal or constable.

15.2 No Cure Period. Franchisee shall be in default under this Agreement and Franchisor shall have the right, at its option, to terminate this Agreement and all rights granted to Franchisee, without affording Franchisee any opportunity to cure the same effective upon receipt of notice from Franchisor to Franchisee, upon occurrence of any of the following events:

(a) Franchisee fails to sign a lease for the Franchised Business within six months after the execution of this Agreement or fails to open the Franchised Business within six months after execution of a lease. However, Franchisor may in its sole discretion extend this period for matters not within control of Franchisee or for other mutually agreed upon grounds;

~~(b)~~ Franchisee at any time ceases to operate the Franchised Business for three (3) days or more or otherwise abandons the Franchised Business, or loses the right to possession of the premises of the Franchised Business, or ~~causes its~~ defaults under the lease for the ~~premises of the~~ Franchised Business premises or causes the lease to be terminated, or otherwise forfeits the right to do or transact business in the jurisdiction where the Franchised Business is located. However, if, through no fault of Franchisee, the premises are damaged or destroyed by an event not within the control of Franchisee such that repairs or reconstruction cannot be completed within six months thereafter, then Franchisee shall have 30 days after such event in which to apply for Franchisor's approval to relocate the Franchised Business and/or reconstruct the premises, which approval shall not be unreasonably withheld, provided Franchisee is not then in default under this Agreement or any other

(b) agreement between Franchisee and Franchisor or any of its Affiliates, but may be conditioned upon the payment of an agreed minimum royalty to Franchisor during the period in which the Franchised Business is not in operation;

(c) Franchisee, Principal(s) or any of ~~its~~Franchisee's shareholders, members, managers, partners, officers, directors or guarantors, is convicted of or pleads guilty to a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Marks, or the goodwill associated with the System and the Marks, or Franchisor's interest in the System or the Marks;

(d) Franchisee, Principal(s) or any of ~~its~~Franchisee's shareholders, members, managers, partners, officers or directors verbally or physically assaults or abuses any other franchisee or any officer, director, member, manager or employee of Franchisor or any of its Affiliates after receiving a verbal or written warning against this conduct from Franchisor regarding this conduct;

(e) A threat or danger to public health or safety results from the construction, maintenance, or operation of the Franchised Business;

(f) Franchisee, Principal(s) or any of ~~its~~Franchisee's shareholders, members, managers, partners, officers or directors, transfers, hypothecates, pledges, sells, or assigns all or any part of this Agreement, the Franchised Business, the Franchisee Entity, or any material portion of the property associated with the Franchised Business or attempts to sublicense to another party any of the rights or property licensed to Franchisee under this Agreement without first receiving written authorization from Franchisor;

(g) Franchisee, Principal(s) or any of ~~its~~Franchisee's shareholders, members, managers, partners, officers, directors, guarantors or principal employees violate any provisions under the Noncompetition and Nondisclosure Agreement;

(h) Contrary to the terms of Article VII hereof, Franchisee, Principal(s) or any of ~~its~~Franchisee's shareholders, members, managers, partners, officers, directors or principal employees discloses or divulges the contents of the Manual or other Confidential Information;

(i) An approved transfer is not effected as required by Section 14.7, following Franchisee's death or mental incapacity;

(j) Franchisee knowingly maintains false books or records, submits any false reports to Franchisor or otherwise commits an act of fraud with respect to Franchisee's acquisition or performance of this Agreement;

(k) Franchisee or any Affiliate of Franchisee defaults under any other agreement with Franchisor or its Affiliates, or any predecessor or successor to Franchisor. For purposes of this Section 15.2(k), "Affiliate of Franchisee" means a corporation, partnership or limited liability company whose equity is owned in whole or in part by (i) Franchisee, (ii) one or more of Franchisee's shareholders, partners or members, (iii) one or more parent, spouse, sibling, child or grandchild or another blood relation of a Principal or shareholder, partner or member of Franchisee, or (iv) any other entity of which Franchisee is a shareholder, partner or member.

~~shareholder, partner or member of Franchisee, or (iv) any other entity of which Franchisee is a shareholder, partner or member.~~

(l) Franchisee, after or during a default under Section 15.4 hereof, commits the same or substantially the same default again, whether or not such default is cured after notice;

(m) Franchisee defaults more than once in any 12-month period under Sections 15.4 or 15.5, for failure to substantially comply with any of the requirements imposed by this Agreement, whether or not cured after notice;

(n) Franchisee uses the Marks in any unauthorized manner or is otherwise in default of the provisions of Article V hereof;

(o) Franchisee violates the provisions in Section 10.10;

(p) Franchisee sells unapproved products or goods from or through the Franchised Business or Franchisee participates in the unauthorized use of Confidential Information;

(q) Franchisee relocates the Franchised Business without obtaining Franchisor's advanced written permission as required by this Agreement; or

(r) Franchisee defaults under another agreement with Franchisor or its Affiliates, including but not limited to an ~~area development~~Multi-Unit Development agreement and such agreement is thereafter terminated.

15.3 Twenty-Four Hour Cure Period. If Franchisee violates any law, regulation, order or guideline set forth in the Manual relating to health, sanitation or safety, or if Franchisee ceases to operate the Franchised Business for a period of forty-eight hours without Franchisor's prior written consent, Franchisee must cure that default within twenty-four hours after delivery of notice of default.

15.4 Ten-Day Cure Period. Except as provided in Sections 15.1, 15.2 and 15.3 of this Agreement, Franchisor shall have the right to terminate this Agreement if Franchisee commits any of the following breaches and fails to cure the same within 10 days following Franchisor's written notice to Franchisee, in which case this Agreement will terminate without further notice to Franchisee upon expiration of the 10-day period:

(a) Franchise fails to pay any money owed to us, including but not limited to royalties, National Advertising Fund Contributions and Cooperative Contributions, and any other financial obligations owed to Franchisor by Franchisee;

~~(b)~~ Franchisee fails or refuses to maintain and operate its Franchised Business in compliance with this Agreement, the System and the Manual, other than in a manner that constitutes a default of Sections 15.1, 15.2 or 15.3, including, but not limited to failing to complete a Franchised Business Renovation, within the time frame required by this Agreement, at Franchisee's expense;

~~(c)~~(b) Franchisee fails to pay for any products, supplies or equipment, or fails to pay any fees or other amounts due to Franchisor, or any of its Affiliates or assigns of Franchisor, or Franchisee fails to pay third parties for amounts related to the operation of the Franchised Business within the applicable time period. However, as long as financing from the United States Small Business Administration remains outstanding, Franchisee will be given the same opportunity to cure defaults under any agreement between Franchisor or its Affiliates and Franchisee, as Franchisee is given under this Agreement;

~~(d)~~(c) Franchisee fails to submit to Franchisor such reports or other financial statements required to be delivered to Franchisor by Franchisee when due, or fails to submit any other report or statement to Franchisor or its Affiliates required by this Agreement or otherwise requested by Franchisor or its Affiliates, by its due date;

~~(e)~~(d) Franchisee denies Franchisor, or its designee, the right to inspect the premises of the Franchised Business;

~~(f)~~(e) Franchisee fails to maintain insurance as required by this Agreement; or

~~(g)~~(f) Franchisee fails to comply with any federal, state or local law or regulation applicable to the operation of the Franchised Business.

15.5 Thirty-Day Cure Period. Franchisor shall have the right to terminate this Agreement if Franchisee fails to comply with any other term or condition in this Agreement not specifically listed in Sections 15.2, 15.3 or 15.4 above and fails to cure the same within 30 days following Franchisor's written notice to Franchisee, in which case this Agreement will terminate without further notice to Franchisee, effective upon expiration of the 30-day period.

15.6 Twelve-Month Cure Period. Franchisor shall have the right to terminate this Agreement if Franchisee's lease for the Franchised Business premises terminates for reasons other than as otherwise provided in this Article XV at no fault of Franchisee) or expires and Franchisee fails to cure the same within 12 months following Franchisor's written notice to Franchisee, in which case this Agreement will terminate without further notice to Franchisee, effective upon expiration of the 12-month period.

15.7 Arrearage Agreement. Notwithstanding anything to the contrary set forth in this Agreement, Franchisee hereby acknowledges that any agreement between Franchisee and Franchisor or its Affiliates relating to past due amounts accruing hereunder (an "**Arrearage Agreement**"), including but not limited to any promissory note, payment plan or amendment to this Agreement shall be deemed to be a material part of this Agreement and shall be incorporated herein by reference. A default under any Arrearage Agreement shall be deemed a material default of this Agreement, regardless of the reason Franchisee fails to pay the amount that is the subject of an Arrearage Agreement.

15.8 Statutory Cure Period. If a default is curable under this Agreement, and the applicable law in the state in which the Franchised Business is located requires a longer cure period than that specified in this Agreement, the longer period will apply.

XVI. EFFECT OF TERMINATION OR EXPIRATION

16.1 Post-Termination Obligations. Upon termination or expiration of this Agreement, all rights granted to Franchisee under this Agreement will immediately terminate, Franchisee shall cease to be a licensed franchisee of Franchisor, and:

(a) Franchisee shall immediately cease to operate the Franchised Business as a The Simple Greek Restaurant, and shall not thereafter, directly or indirectly, represent to the public that the restaurant is or was a The Simple Greek Restaurant;

(b) Franchisee shall immediately and permanently cease to use, by advertising or in any manner whatsoever, any menus, recipes, confidential food formulae, equipment, methods, procedures, techniques associated with the System, the Marks, and Franchisor's other trade names, trademarks and service marks associated with the System. In particular, and without limitation, Franchisee shall cease to use all signs, menus, furniture, fixtures, equipment, advertising materials, stationery, forms, packaging, containers and any other articles which display the Marks;

(c) In the event Franchisee continues to operate or subsequently begins to operate a restaurant or other business, Franchisee shall not use any reproduction, counterfeit, copy, or colorable imitation of the Marks in conjunction with such other business which is likely to cause confusion or mistake or to deceive, and further agrees to remove all unique markings, colors, décor, Marks and other features ("**Trade Dress**") that identify the Franchised Business as a former The Simple Greek restaurant, and otherwise take all necessary steps to disassociate itself from the System and Franchisor, including but not limited to, the removal of signs and all Trade Dress and destruction of printed materials. Franchisee acknowledges that all telephone numbers, facsimile numbers, social media websites, internet addresses and e-mail addresses (collectively "**Identifiers**") used in the operation of the Franchised Business constitute Franchisor's assets, and upon termination or expiration of this Agreement, Franchisee will take such action within five days to assign to Franchisor or Franchisor's designee as determined by Franchisor, all of Franchisee's right, title and interest in and to such Identifiers and will notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any Identifiers, and any regular, classified or other telephone directory listing associated with the Identifiers and to authorize a transfer of the same to Franchisor, or at Franchisor's direction. Franchisee acknowledges that Franchisor has the sole right to, and interest in, all Identifiers used by Franchisee to promote the Franchised Business and/or associated with the Marks. Franchisee hereby irrevocably appoints Franchisor, with full power of substitution, as Franchisee's true and lawful attorney-in-fact, which appointment is coupled with an interest, to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. Franchisee further appoints Franchisor to direct the telephone company, postal service, registrar, internet service provider, listing agency, website operator, or any other third party to transfer such Identifiers to Franchisor or Franchisor's designee. The telephone company, postal service, registrar, internet service provider, listing agency, website operator, or any other third party may accept such direction by Franchisor pursuant to this Agreement as conclusive evidence of Franchisor's rights to the Identifiers and Franchisor's authority to direct their transfer.

~~(d)~~ Franchisee shall take all actions as shall be necessary to amend or cancel any assumed name, fictitious or business name or equivalent registration that contains any Marks or other trademarks of Franchisor or in any way identifies Franchisee as being affiliated with the System;

~~(e)~~(d) Franchisee shall immediately notify all of its suppliers, utilities, landlords, creditors and others with whom it is doing business that Franchisee is no longer affiliated with the Franchised Business or the System and provide proof to Franchisor of this notification within five days of the termination or expiration of this Agreement;

~~(f)~~(e) Franchisee shall immediately make such modifications or alterations to the Franchised Business premises or cessation of operation of the Franchised Business as may be necessary to prevent the operation of any businesses thereon by Franchisee or others in derogation of this Article XVI, and shall make such specified additional changes thereto as Franchisor may reasonably request for that purpose. The modifications and alterations required by this Article XVI shall include but are not limited to removal of all trade dress, proprietary marks and other indicia of the System;

~~(g)~~(f) Franchisee shall immediately pay to Franchisor and its Affiliates all sums, fees or charges owed to Franchisor or its Affiliates; and

~~(h)~~(g) Franchisee shall immediately turn over to Franchisor the Manual, any other manuals, records, files, instructions, correspondence and any and all other materials relating to the operation of the Franchised Business in Franchisee's possession and all copies thereof (all of which are acknowledged to be Franchisor's property) and shall retain no copy or record of any of the foregoing, with the exception of Franchisee's copy of this Agreement, any correspondence between the parties, and any other documents which Franchisee reasonably needs for compliance with any provision of law.

16.2 Liquidated Damages. Franchisor and Franchisee agree that in the ~~even~~event this Agreement is terminated prior to its scheduled expiration, it would be difficult if not impossible to determine the amount of damages Franchisor would suffer. Franchisor and Franchisee therefore agree that a reasonable estimate of damages suffered by Franchisor and to be paid by Franchisee upon termination is the net present value of royalty fees, National Advertising Contributions and any other required advertising contributions that would have become due from the date of termination to the earlier of (a) the scheduled expiration date of this Agreement or (b) the three (3) year anniversary of the date of termination. For purposes of this Section 16.2, royalty fees, National Advertising Contributions and any other required advertising contributions shall be calculated based on Gross Sales of Franchisee's TSG Restaurant for the 12 months of operations prior to the date of termination. In the event Franchisee has not operated its TSG Restaurant for at least 12 months prior to the date of termination, royalty fees, National Advertising Contributions and any other required advertising contributions will be calculated based on the average monthly Gross Sales of all TSG Restaurants during the Franchisor's fiscal year immediately preceding the date of termination.

~~16.3~~ Franchisor's Right to Purchase. Franchisor shall have the right (but not the duty) to exercise by notice of intent to do so within 30 days after termination or expiration of this Agreement, to purchase any and all improvements, furniture, fixtures, equipment, advertising and promotional materials, ingredients, products, materials, supplies, paper goods and any items bearing Franchisor's Marks at then-current fair market value, but specifically excluding any value for goodwill or going concern value. If the parties cannot agree on a fair market value within a reasonable time, an independent appraiser shall be designated by Franchisor, and his/her determination of fair market value shall be binding. If Franchisor elects to exercise any option to purchase provided in this Section, it shall have the right to set-off all amounts due from Franchisee under this Agreement and the cost of the appraisal, if any, against any payment

16.3 therefor. In the event the premises are leased to Franchisee, Franchisee shall, upon termination of this Agreement and upon request by Franchisor, immediately assign, set over and transfer unto Franchisor, at Franchisor's sole option and discretion, said lease and the premises, including improvements. Any such lease entered into by Franchisee shall contain a clause specifying the landlord's consent to assign such lease to Franchisor or its assignee in the event this Agreement is terminated.

16.4 Damages Resulting From Breach. Franchisee shall pay to Franchisor all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor in seeking recovery of damages caused by any action of Franchisee in violation of, or in obtaining injunctive relief for the enforcement of, any portion of this Article XVI. Franchisee acknowledges and agrees that any failure to comply with the provisions of this Article XVI shall result in irreparable injury to Franchisor.

16.5 Additional Documents. Franchisee shall execute such documents as Franchisor may reasonably require to effectuate termination of the Franchised Business and Franchisee's rights to use the Marks and the System.

16.6 Acknowledgements. Upon the termination or expiration of this Agreement for any reason, Franchisee acknowledges and agrees that:

(a) No payment is due to Franchisee from any source for any claimed goodwill or other equity claimed by Franchisee based on Franchisee's operation or ownership of the Franchised Business, or otherwise; and

(b) No fees, charges, or other payments of any kind from Franchisee to Franchisor or its Affiliates are refundable wholly or partially.

XVII. TAXES AND PERMITS

17.1 Taxes. Franchisee shall promptly pay when due all taxes, accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the Franchised Business under this Agreement.

17.2 Permits. Franchisee, in the conduct of the Franchised Business, shall comply with all applicable laws and regulations, and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the business operated under this Agreement, including but not limited to licenses to do business, trade name registrations, sales tax permits and fire clearances.

XVIII. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

~~18.1~~ Independent Contractor. This Agreement does not establish Franchisee as an agent, legal representative, joint venturer, partner, joint employer, employee or servant of Franchisor for any purpose whatsoever, and Franchisor shall not be construed to be jointly liable for any of Franchisee's or its employees' acts or omissions under any circumstances. Franchisee is solely responsibility for the day to day operation of the Franchised Business and its employees, and is solely responsible for recruiting and hiring its employees, and for their training, wages, taxes, benefits, safety, schedules, work condition, assignments, discipline, and termination. At no time will Franchisee or its employees be deemed to be

18.1 employees of Franchisor. It is understood and agreed that Franchisee is an independent contractor and is in no way authorized to make any contract, agreement, warranty, or representation on behalf of Franchisor. The parties further agree that this Agreement does not create any fiduciary relationship between them. During the Term and any extension hereof, Franchisee agrees to take such action as Franchisor deems reasonably necessary for Franchisee to inform and hold itself out to the public, its employees and suppliers as an independent contractor operating the Franchised Business pursuant to a franchise from Franchisor, including but not limited to exhibiting a notice of that fact at the Franchised Business in form and substance satisfactory to Franchisor.

18.2 Indemnification.

(a) Franchisee agrees to defend, indemnify and hold harmless Franchisor and its Affiliates, and their respective officers, directors, members, managers, employees, agents, predecessors, successors and assigns from all claims, demands, losses, damages, liabilities, cost and expenses (including attorneys' fees and expenses of litigation) resulting from, or alleged to have resulted from, or in connection with Franchisee's operation, possession or ownership of the Franchised Business, the Franchised Business premises, or Franchisee's use of the Marks and the System in any manner not in accordance with this Agreement, including but not limited to any claim or action based on or arising out of any injuries, including death, to persons or damage to or destruction of property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to the Franchised Business and/or the performance of this Agreement by Franchisee, its shareholders, officers, directors, members, managers, partners, employees, agents, employees, and its subcontractors, their agents and employees or anyone for whose acts they may be liable, regardless of whether or not such claim, demand, damage, loss, liability, cost or expense is caused in whole or in part by the negligence of Franchisor, Franchisor's representatives, or the employees, agents, invitees, or licensees thereof.

(b) Franchisor shall advise Franchisee in the event Franchisor receives notice that a claim has been or may be filed with respect to a matter covered by this Agreement, and Franchisee shall immediately assume the defense thereof at Franchisee's sole cost and expense. In any event, Franchisor will have the right, through counsel of its choice, to control any matter to the extent it could directly or indirectly affect Franchisor and/or its Affiliates or their officers, directors, employees, agents, successors or assigns. If Franchisee fails to assume such defense, Franchisor may defend, settle, and litigate such action in the manner it deems appropriate and Franchisee shall, immediately upon demand, pay to Franchisor all costs (including attorneys' fees and cost of litigation) incurred by Franchisor in effecting such defense, in addition to any sum which Franchisor may pay by reason of any settlement or judgment against Franchisor.

(c) Franchisor's right to indemnity hereunder shall exist notwithstanding that joint or several liabilities may be imposed upon Franchisor by statute, ordinance, regulation or judicial decision.

(d) Franchisee agrees to pay Franchisor all expenses including attorneys' fees and court costs, incurred by Franchisor or its Affiliates, and their successors and assigns to remedy any defaults of or enforce any rights under this Agreement, effect termination of this Agreement or collect any amounts due under this Agreement.

XIX. APPROVALS AND WAIVERS

19.1 Approvals.

(a) Whenever this Agreement requires the prior approval of Franchisor, Franchisee shall make a timely written request to Franchisor for such approval, and such approval or consent must be in writing.

(b) Franchisor makes no warranties or guarantees upon which Franchisee may rely. Franchisor assumes no liability or obligation to Franchisee or any third party to which Franchisor would not otherwise be subject by Franchisor providing any waiver, approval, advice, consent or suggestions to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

19.2 Waiver. No failure of Franchisor to exercise any power reserved to it in this Agreement, or to insist upon compliance by Franchisee with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand strict compliance with the terms of this Agreement. Waiver by Franchisor of any particular default shall not affect or impair Franchisor's right in respect to any subsequent default of the same or of a different nature, nor shall any delay, forbearance, or omission of Franchisor to exercise any power or rights arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants of this Agreement affect or impair Franchisor's rights, nor shall such constitute a waiver by Franchisor of any rights under this Agreement, or its right to declare any subsequent breach or default. Subsequent acceptance by Franchisor of any payments due to it shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants, or conditions of this Agreement.

XX. NOTICES

20.1 Notices. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail or overnight courier to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notice to Franchisor:
The Simple Greek, LLC
794 Penllyn Blue Bell Pike, Suite 219 Blue Bell, Pennsylvania 19422
Attn: Jeremy J. Dombroski Phone: (844) 576-6695
Fax: (267) 460-8451

Notice to Franchisee:

____
____
____

All written notices and reports permitted or required to be delivered by the provisions of this Agreement shall be addressed to the party to be notified at its most current principal business address of which the notifying party has been notified and shall be deemed so delivered (i) at the time delivered by hand; (ii) if sent by certified mail or by other means which affords the sender evidence of delivery, on the date and time of receipt or attempted delivery if delivery has been refused or rendered impossible by the party being notified.

XXI. SEVERABILITY AND CONSTRUCTION

21.1 Severability. Except as expressly provided to the contrary in this Agreement, each article, section, paragraph, part, term, and provision of this Agreement shall be considered severable. If, for any reason, any article, section, part, term, or provision of this Agreement is determined to be invalid, contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation, or have any other effect upon, such other portions, articles, sections, parts, terms, or provisions of this Agreement as may remain otherwise enforceable, and the latter shall continue to be given full force and effect to bind the parties hereto, the invalid portions, articles, sections, parts, terms or provisions being deemed not to be part of this Agreement.

21.2 Construction.

(a) Except as has been expressly provided to the contrary in this Agreement, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisee, Franchisor, Franchisor’s officers, directors, and employees, and Franchisee’s and Franchisor's permitted respective successors and assigns, any rights or remedies under or by reason of this Agreement.

(b) All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

(c) All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable, and all acknowledgements, promises, covenants, agreements and obligations herein made or undertaken by Franchisee shall be deemed jointly and severally undertaken by all Franchisee parties hereto on behalf of Franchisee.

(d) This Agreement may be executed in counterparts, and each copy so executed shall be deemed an original.

XXII. ENTIRE AGREEMENT; SURVIVAL

22.1 Entire Agreement. This Agreement, the documents referred to herein and the exhibits hereto, constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof and supersede any and all prior agreements. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, modification or variance of this Agreement shall be binding on either party unless in writing and executed by Franchisor and Franchisee. Representations by either party, whether oral, in writing, electronic or otherwise, that are not set forth in this Agreement shall not be binding upon the party alleged to have made such representations and shall be of no force or effect. Nothing in this Franchise Agreement is intended to disclaim any representations made by Franchisor in the franchise disclosure document provided to Franchisee. Franchisee understands and agrees that Franchisor shall not be liable or obligated for any oral representations or commitments made prior to the execution of this Agreement or for claims of negligent or fraudulent misrepresentation based on any such oral representations or commitments and that no modifications of this Agreement shall be effective except those in writing and signed by both parties. Franchisor does not authorize and will not be bound by any representation of any nature other than those expressed in this Agreement and in the most recent franchise disclosure document provided by Franchisor or its representatives. Franchisee further acknowledges and agrees that no representations have been made to it by Franchisor regarding projected sales volumes, market potential, revenues, or profits of Franchisee's TSG Restaurant, other than as stated in this Agreement or in the most recent franchise disclosure document provided by Franchisor or its representatives.

22.2 Survival. Notwithstanding anything herein to the contrary, upon the termination of this Agreement for any reason whatsoever (including the execution of a subsequent franchise agreement pursuant to the provisions of Section 2.2(b)), or upon the expiration of the Term of this Agreement, all provisions of this Agreement which, by their nature, are intended to extend beyond the expiration or termination of this Agreement, shall survive termination or expiration and be fully binding and enforceable as though such termination or expiration had not occurred.

XXIII. DISPUTE RESOLUTION; APPLICABLE LAW; VENUE

~~23.1~~ Arbitration. Except for controversies, disputes or claims related to or based on Franchisee's use of the Marks or Confidential Information, Franchisee's compliance with its non-competition obligations and any rights Franchisor may have to possession of the premises of the TSG Restaurant under any sublease, lease or collateral assignments, all controversies, disputes or claims between Franchisor, its affiliates, and their respective owners, officers, directors, agents, employees and attorneys, and Franchisee (its affiliates and owners and guarantors, if applicable), arising out of or related to this Agreement or any other agreement between the parties; the parties' rights and obligations under this Agreement; Franchisor's relationship with Franchisee or the obligations by and between the parties; or the validity of this Agreement or any other agreement between Franchisor and Franchisee or any provision of such agreements, will be submitted to binding Arbitration administered by the American Arbitration Association ("AAA") in accordance with the AAA's then-current Commercial Arbitration Rules. The arbitration hearing shall take place in Philadelphia, Pennsylvania, before a single arbitrator. Any party who fails or refuses to submit any dispute to binding arbitration following a lawful demand by the opposing party shall bear all costs and expenses incurred by the opposing party in compelling arbitration. The parties shall have thirty days after the service of a

23.1 Statement of Claim and demand for arbitration to agree on a single arbitrator. If the parties cannot agree on a single arbitrator, the matter will be filed with and administered by the AAA, or if AAA is not available, any comparable arbitration body.

23.2 Scope of Arbitration. The arbitrator shall have the right to award or include in the award any relief which he or she deems proper in the circumstances including but not limited to money damages (with interest on unpaid amounts from the date due), specific performance and attorneys' fees and costs, in accordance with this Agreement. THE FOREGOING TO THE CONTRARY NOTWITHSTANDING, THE ARBITRATOR MUST NOT AWARD CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. THE PARTIES (AND THEIR OWNERS AND GUARANTORS, IF APPLICABLE) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES AGAINST THE OTHER AND AGREE THAT IN A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT. The award and decision of the arbitrator shall be conclusive and binding upon all parties to this Agreement and judgment upon the award may be entered in any court of competent jurisdiction. Franchisor and Franchisee agree that, in connection with any arbitration proceeding, each shall file any compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within 30 days after the date of the filing of the claim to which it relates.

23.3 Limitations on Proceedings.

(a) Franchisor and Franchisee agree that arbitration will be conducted on an individual basis only, and not on a joint, collective or class-wide basis, and that an arbitration proceeding between Franchisor and its Affiliates, and Franchisee and its shareholders, officers, directors, members, managers, employees and agents, may not be consolidated or joined with any other arbitration proceeding between Franchisor and any other person or entity. Neither party shall commence any arbitration with a third party against the other, or join with any third party in any arbitration involving Franchisor and Franchisee. Further, neither Franchisor nor Franchisee shall attempt to consolidate or otherwise combine in any manner, an arbitration proceeding involving Franchisor and Franchisee with another arbitration of any kind, nor shall Franchisor or Franchisee attempt to certify a class or participate as a party in a class action against the other.

(b) The foregoing notwithstanding, in the event Franchisee controls, is controlled by, or is in active concert with another franchisee of Franchisor, or there is a guarantor of some or all of Franchisee's obligations to Franchisor, then the joinder of those parties to any arbitration between Franchisor and Franchisee shall be permitted, and in all events, the joinder of an owner, director, officer, member, manager, partner or other representative or agent of Franchisor or Franchisee shall be permitted.

23.4 Governing Law/Consent to Venue and Jurisdiction. All arbitration proceedings between Franchisor and Franchisee shall be governed by the Federal Arbitration Act ("FAA") and no procedural arbitration issues are to be resolved pursuant to any state statutes, regulations or common law. Except to the extent governed by the FAA, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051, *et seq.*) or other federal law, this Agreement shall be interpreted and governed under the laws of the State of Pennsylvania and any dispute between the parties shall be governed by and determined in accordance with the substantive laws of the State of Pennsylvania, which laws shall prevail if there is any conflict of law. Notwithstanding the foregoing, the parties agree that the Pennsylvania Unfair Trade Practices and Consumer Protection Law shall not apply to this Agreement or any disputes between the parties. Franchisee and Franchisor have negotiated regarding a forum in which to resolve any disputes which may arise between them and have agreed to select a forum in order to promote stability in their relationship. Therefore, if a claim is asserted in any legal proceeding involving Franchisee and/or any affiliate of Franchisee and Franchisor, its Affiliates and their respective officers, directors and sales employees, the parties agree that the exclusive venue for disputes between them shall be in the state and federal courts of Pennsylvania or in arbitration in Philadelphia, Pennsylvania pursuant to this Article XXIII, and each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of Pennsylvania or to arbitration in Philadelphia pursuant to this Article XXIII. Franchisor, Franchisor's Affiliates, Franchisee and Franchisee's Affiliates each waive their rights to a trial byjury.

23.5 Cumulative Remedies. No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy herein, or by law or equity provided or permitted; but each shall be cumulative of any other right or remedy provided in this Agreement.

23.6 Injunctive Relief. Notwithstanding the above arbitration provisions, Franchisor and Franchisee will each have the right in a proper case to seek injunctive relief and any damages incidental thereto from a court of competent jurisdiction. Franchisee agrees that Franchisor may obtain this injunctive relief, without posting a bond or bonds in excess of a total of $1,000.00, but upon due notice, and Franchisee's sole remedy in the event of the entry of any injunctive relief will be the dissolution of the injunctive relief, if warranted, upon hearing duly had; however, all claims for damages by reason of the wrongful issuance of any such injunction are expressly waived by Franchisee. Any such action will be brought as provided in this Article and the prevailing party shall be entitled to its costs and attorneys' fees.

23.7 Limitations on Actions. Except for payments owed by one party to the other, and unless prohibited by applicable law, any and all claims and actions arising out of or relating to this Agreement (including, but not limited to, the offer and sale of this franchise), the relationship of Franchisee and Franchisor, or Franchisee's operation of the Franchised Business, brought by Franchisee must be commenced within one year from the occurrence of the events giving rise to such claims or action, or such claim or action shall be barred.

23.8 DAMAGES. FRANCHISOR AND FRANCHISEE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES AGAINST THE OTHER, AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

XXIV. MISCELLANEOUS

24.1 Modifications. No modification of any provision of this Agreement shall be valid unless made in writing and executed by both Franchisor and Franchisee; however, the Manual may be modified by Franchisor from time to time and is fully enforceable against Franchisee.

24.2 Beneficiaries. The parties intend to confer no benefit or right on any person or entity not a party to this Agreement and no third parties shall have any right or claims, benefit, or right as a third party beneficiary under this Agreement or any provision hereof. Similarly, Franchisee is not entitled to claim any rights or benefits including those of a third party beneficiary, under any contract, understanding or agreement between Franchisor and any other person or entities, unless that contract, understanding or agreement specifically refers to Franchisee by name or to a class which Franchisee belongs and specifically grants rights or benefits to Franchisee or to the concerned class.

24.3 Entity Authority. If Franchisee is an Entity, the person or persons signing this Agreement for Franchisee warrant to Franchisor that he, she or they have the requisite corporate authority to sign this Agreement. At the request of Franchisor, the concerned Entity signatory agrees to promptly provide Franchisor with a certified copy of the resolution or other document authorizing the execution of this Agreement and naming the officers or other positions of the Entity that are authorized to sign this Agreement for the Entity.

24.4 Set Off. Franchisee shall not be allowed to set off amounts owed to Franchisor or other amounts due hereunder, against any monies owed to Franchisee, nor shall Franchisee in any event withhold any amounts due to any alleged nonperformance by Franchisor hereunder, which right of set off is expressly waived by Franchisee. Franchisor shall be allowed to set off amounts owed to Franchisee against monies owed to Franchisor by Franchisee.

24.5 Joint and Several Liability. If two or more persons, corporations, partnerships, or other entities or any combination thereof, sign this Agreement, the liability of each shall be joint and several. All Principals are jointly and severally liable for the performance of Franchisee hereunder.

24.6 Successors in Interest. This Agreement is binding upon the heirs, administrators, personal representatives, assigns and successors in interest to the parties to this Agreement.

24.7 Cross-Default and Cross-Termination Provisions.

(a) A default by Franchisee under this Agreement will be deemed a default of all agreements between Franchisee (or any affiliate of Franchisee) and Franchisor or its Affiliates. A default by Franchisee under any other agreement between Franchisee (or any affiliate of Franchisee) and Franchisor or its Affiliates will be deemed a default under this Agreement. A default by the guarantors of this Agreement or any other agreement of guaranty will be deemed a default of this Agreement. For purposes of clarity, any agreements between Franchisee (or any affiliate of Franchisee) and Franchisor or its Affiliates include, without limitation, any other Franchise Agreement or ~~Area~~ Developer Agreement.

~~(b)~~ If this Agreement is terminated as a result of a default by Franchisee (or any affiliate of Franchisee), Franchisor or its Affiliates may, at their option, elect to terminate any or all other agreements between Franchisee (or an affiliate of Franchisee) and Franchisor or its Affiliates. If any other agreement between Franchisee (or any affiliate of Franchisee) and Franchisor or its Affiliates is terminated as a result of a default by Franchisee (or any affiliate of Franchisee), Franchisor may, at its option, elect to terminate this Agreement. It is agreed that an incurable or uncured default under this Agreement or any other agreement between Franchisee (or any affiliate of Franchisee) and Franchisor or its Affiliates will be

(b) grounds for termination of this Agreement and/or all agreements between Franchisee (or any affiliate of Franchisee) and Franchisor or its Affiliates without additional notice or opportunity to cure.

24.8 Franchisor's Reasonable Business Judgment. Whenever Franchisor reserves discretion in a particular area or where Franchisor agrees to exercise its rights reasonably, in good faith or as it deems necessary or advisable, Franchisor will satisfy its obligations whenever Franchisor exercises reasonable business judgment in making its decision or exercising its rights. Franchisor's decisions or actions will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if Franchisor's decision or action is intended, in whole or significant part, to promote or benefit the System and The Simple Greek Restaurants generally, even if the decision or action also promotes Franchisor's financial or other individual interest. Examples of items that will promote or benefit all The Simple Greek Restaurants and the System include but are not limited to enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

24.9 Modification of the System. Franchisee understands and agrees that the System must not remain static if it is to meet, without limitation, presently unforeseen changes in technology, competitive circumstances, demographics, populations, consumer trends, societal trends and other marketplace variables, and if it is to best serve the interests of Franchisor, Franchisee and all other franchisees. Accordingly, Franchisee expressly understands and agrees that Franchisor may from time to time change the components of the System including but not limited to altering the products, programs, services, methods, standards, forms, policies and procedures of the System; abandoning the System altogether in favor of another system in connection with a merger, acquisition, other business combination or for other reasons; adding to, deleting from or modifying those products, programs and services that the Franchised Restaurant is authorized and required to offer; modifying or substituting entirely the building, premises, equipment, signage, trade dress, décor, color schemes and uniform specifications and all other unit construction, design, appearance and operation attributes that Franchisee is required to observe under this Agreement; and changing, improving, modifying, or substituting other words or designs for, the Marks. Franchisee expressly agrees to comply with any such modifications, changes, additions, deletions, substitutions and alterations; provided, however, that such changes shall not materially and unreasonably increase Franchisee's obligations hereunder. Franchisee will accept, use and effectuate any such changes or modifications to, or substitution of, the System as if they were part of the System at the time that this Agreement was executed. Franchisor shall not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any of the modifications contemplated hereby. Franchisee hereby covenants not to commence or join in any litigation or other proceeding against Franchisor or any third party complaining of any such modifications or seeking expenses, losses or damages caused thereby. Franchisee expressly waives any claims, demands or damages arising from or related to the foregoing activities including but not limited to any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

XXV. ~~Acknowledgements.~~ ACKNOWLEDGMENTS

Franchisee hereby acknowledges ~~that~~the following:

25.1 Franchisee has conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Franchised Business. Franchisee further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to Franchisee by Franchisor and Franchisee and any and all Principals hereby waive any claim against Franchisor for any business failure Franchisee may experience as a franchisee under this Agreement.

Initial~~The Simple Greek franchise and recognizes~~

~~24.1~~ 25.2 Franchisee has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business ~~venture~~ contemplated by this Agreement involves business risks ~~and Franchisee's~~making the success ~~will be~~ of the venture largely dependent upon the ~~ability~~business abilities and participation of Franchisee and its efforts as an independent business ~~entity.~~operation.

Initial

25.3 Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing this Agreement and that it/she/he understands all the terms and conditions of this Agreement. Franchisee further acknowledges that this Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally; provided, however, nothing in this Franchise Agreement or in any related agreement is intended to disclaim the representations made to Franchisee in Franchisor's Franchise Disclosure Document.

Initial

25.4 Franchisee has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by this Agreement that are contrary to the terms of this Agreement or the documents incorporated herein. Franchisee acknowledges that no representations or warranties are made or implied, except as specifically set forth herein. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining this Agreement.

Initial

25.5 Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

Initial

25.6 Franchisee acknowledges that Franchisor's approval or acceptance of Franchisee's Business location does not constitute a warranty, recommendation or endorsement of the location for the Franchised Business, nor any assurance by Franchisor that the operation of the Franchised Business at the premises will be successful or profitable.

Initial

25.7 Franchisee acknowledges that it has received the The Simple Greek, LLC, Franchise Disclosure Document with a complete copy of this Agreement and all related Exhibits and agreements at least fourteen (14) calendar days prior to the date on which this Agreement was executed. Franchisee further acknowledges that Franchisee has read such

Franchise Disclosure Document and understands its contents.

Initial

25.8 Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to this Agreement or the relationship thereby created.

Initial

25.9 Franchisee, together with Franchisee's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by this Agreement.

Initial

25.10 Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

Initial

25.11 It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that Franchisor does not warrant that such products will not be sold within the Franchisee's Territory by others who may have purchased such products from Franchisor.

Initial

25.12 Release of Prior Claims. BY EXECUTING THIS AGREEMENT, FRANCHISEE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE THE SIMPLE GREEK, LLC, THE SIMPLE GREEK, LLC'S AFFILIATES, AND ALL OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF.

Initial

~~(a) FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF, AND FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS NOT RECEIVED, ANY WARRANTY OR GUARANTY, EXPRESSED OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.~~

~~(b) FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS RECEIVED A COMPLETED COPY OF THIS AGREEMENT, THE EXHIBITS HERETO, IF ANY, AND THE AGREEMENTS RELATING THERETO, IF ANY, PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED. FRANCHISEE FURTHER ACKNOWLEDGES THAT FRANCHISEE HAS RECEIVED THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE TRADE REGULATION RULE OF THE FEDERAL TRADE COMMISSION ENTITLED "DISCLOSURE REQUIREMENTS AND PROHIBITIONS CONCERNING FRANCHISING AND BUSINESS OPPORTUNITY VENTURES" PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED, APPLICABLE BY STATE.~~

~~(c) FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS READ AND UNDERSTOOD THIS AGREEMENT, THE EXHIBITS HERETO, IF ANY, AND AGREEMENTS RELATING THERETO, IF ANY, AND THAT FRANCHISOR HAS ACCORDED FRANCHISEE AMPLE TIME AND OPPORTUNITY AND HAS ENCOURAGED FRANCHISEE TO CONSULT WITH ADVISORS OF FRANCHISEE'S OWN CHOOSING ABOUT THE POTENTIAL BENEFITS AND RISKS OF ENTERING INTO THIS AGREEMENT.~~

~~(d) FRANCHISEE RECOGNIZES AND UNDERSTANDS THAT IT MAY INCUR OTHER EXPENSES AND/OR OBLIGATIONS AS PART OF THE INITIAL INVESTMENT IN THE FRANCHISED BUSINESS WHICH THE TERMS OF THIS AGREEMENT MAY NOT ADDRESS, AND WHICH INCLUDE WITHOUT LIMITATION: OPENING ADVERTISING, EQUIPMENT, FIXTURES, OTHER FIXED ASSETS, CONSTRUCTION, LEASEHOLD IMPROVEMENTS AND DECORATING COSTS AS WELL AS WORKING CAPITAL NECESSARY TO COMMENCE OPERATIONS.~~

~~*[Signature Page to Franchise Agreement]*~~

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed, and delivered this Agreement ~~in triplicate~~ on the day and year first above-written.

FRANCHISOR: ~~FRANCHISEE:~~

THE SIMPLE GREEK, LLC ~~[ ]~~

By: ______________________________

Brian Carlisle , President
(Print Name: ~~Date:~~ ______, Title: ______)
~~Date:~~ ______________________

~~**OR**, if a corporation, partnership or other business entity:~~

____

~~Company~~

FRANCHISEE:

____

By: ______________________________

______________________________ , ______________

(Print Name

~~By:~~ ~~Name:~~ , Title: ~~Date:~~)

~~IF APPLICABLE:~~

~~AREA DEVELOPER~~

~~[ ]~~

PRINCIPAL:

____

(Print Name)

PRINCIPAL:

(Print

~~By:~~ Name:)~~Title:~~

EXHIBIT A
APPROVED ~~SITE~~ LOCATION ~~ADDENDUM~~AND PROTECTED AREA

Approved Franchised Business Location Address:
____
____
____

~~Dated:~~ ____________________

PROTECTED AREA:

[Insert Depiction of Geographical Territory upon Selection of Permanent Site for Franchised Business]

Franchisor:

THE SIMPLE GREEK, LLC

By:____________________________________ Name:____ Title:__

EXHIBIT B
ADDENDUM TO LEASE AND COLLATERAL ASSIGNMENT OF LEASE

This Addendum to Lease, dated_____________, 20____, is entered into by and between __________________ ("**Lessor**"), and__________________("**Lessee**").

A. The parties hereto have entered into a certain Lease Agreement, dated__________, 20 , and pertaining to the premises located at________________________________("**Lease**").

B. Lessor acknowledges that Lessee intends to operate a The Simple Greek Franchised Business from the leased premises ("**Premises**") pursuant to a Franchise Agreement ("**Franchise Agreement**") with The Simple Greek, LLC, a Delaware limited liability company ("**Franchisor**") under the name The Simple Greek or other name designated by Franchisor (herein referred to as "**Franchised Business**").

C. The parties now desire to amend the Lease in accordance with the terms and conditions contained herein.

NOW, THEREFORE, it is hereby mutually covenanted and agreed between Lessor and Lessee as follows:

1. Use of Premises. Lessor and Lessee agree that, during the term of the Franchise Agreement, the Premises shall be used only for the operation of a Franchised Business, unless another use is approved in writing Franchisor.

2. Remodeling and Decor. Lessor agrees that Lessee shall have the right to remodel, equip, paint and decorate the interior of the Premises and to display the proprietary marks and signs on the interior and exterior of the Premises as Lessee is reasonably required to do pursuant to the Franchise Agreement and any successor Franchise Agreement under which Lessee may operate a The Simple Greekbusiness on the Premises.

3. Franchisor's Right to Enter. Lessor and Lessee agree that the employees of Franchisor, or its parent, subsidiaries or affiliates, shall have the right to enter the leased premises to make any modifications necessary to protect their proprietary marks.

4. Retail Radius Restrictions in Lease. Any "retail radius restriction" or similar provision shall not be binding upon nor enforceable against Franchisor, nor shall such provision be enforceable against the Lessee in case Franchisor, its parent, subsidiaries or affiliates open a location within a restricted area.

~~5.~~ Assignment. Lessee shall have the right to assign all of its right, title and interest in the Lease to Franchisor or its parent, subsidiary, affiliate, or another franchisee, at any time during the term of the Lease, including any extensions or renewals thereof, without first obtaining Lessor's consent in accordance with the Collateral Assignment of Lease attached hereto as Attachment A (the "**Collateral Assignment**"). However, no assignment shall be effective until the time as Franchisor or its designated affiliate gives Lessor written notice of its acceptance of the assignment, and nothing contained herein or in any other document shall constitute Franchisor or its designated transferee a party to the Lease, or guarantor

5. thereof, and shall not create any liability or obligation of Franchisor or its designated transferee unless and until the Lease is assigned to, and accepted in writing by, Franchisor or its designated transferee. In the event of any assignment, Lessee shall remain liable under the terms of the Lease. Franchisor shall have the right to reassign the Lease to another franchisee without the Lessor's consent in accordance with this Section.

6. Default and Notice.

a) In the event there is a default or violation by Lessee under the terms of the Lease, Lessor shall give Lessee and Franchisor written notice of the default or violation within a reasonable time after Lessor receives knowledge of its occurrence. If Lessor gives Lessee a default notice, Lessor shall contemporaneously give Franchisor a copy of the notice. Franchisor shall have the right, but not the obligation, to cure the default. Franchisor will notify Lessor whether it intends to cure the default and take an automatic assignment of Lessee's interest as provided in the Collateral Assignment. Franchisor will have an additional 15 days from the expiration of Lessee's cure period in which it may exercise the option, but it is not obligated, to cure the default or violation.

b) All notices to Franchisor shall be sent by registered or certified mail, postage prepaid, to the following address:

The Simple Greek, LLC
794 Penllyn Blue Bell Pike, Suite 219 Blue Bell, Pennsylvania 19422
Attn: Jeremy J. Dombroski Phone: (844) 576-6695
Fax: (267) 460-8541

Franchisor may change its address for receiving notices by giving Lessor written notice of the new address. Lessor agrees that it will notify both Lessee and Franchisor of any change in Lessor's mailing address to which notices should be sent.

c) Following Franchisor's approval of the Lease, Lessee agrees not to terminate, or in any way alter or amend the same during the term of the Franchise Agreement, including any renewal thereof, without Franchisor's prior written consent, and any attempted termination, alteration or amendment shall be null and void and have no effect as to Franchisor's interests thereunder; and a clause to the effect shall be included in the Lease.

7. Termination or Expiration.

~~a)~~ Upon Lessee's default and failure to cure the default within the applicable cure period, if any, under either the Lease or the Franchise Agreement, Franchisor will, at its option, have the right, but not the obligation, to take an automatic assignment of Lessee's interest and at any later time to re-assign the Lease to a new franchisee without Lessor's consent and to be fully released from any and all liability to Lessor upon the reassignment, provided the franchisee agrees to assume Lessee's obligations ~~and the Lease.~~

~~b)~~a) Upon the expiration or termination of either the Lease or the Franchise Agreement, Lessor will cooperate with and assist Franchisor in securing possession of the Premises and if Franchisor does not elect to take an assignment of the Lessee's interest, Lessor will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Lessor, to remove all signs, awnings, and all other items identifying the Premises as a Franchised Business and to make other modifications (such as repainting) as are reasonably necessary to protect the Franchisor's marks and system, and to distinguish the Premises from a Franchisor's business. In the event Franchisor exercises its option to purchase assets of Lessee, Lessor shall permit Franchisor to remove all the assets being purchased by Franchisor.

8. Consideration; No Liability.

a) Lessor hereby acknowledges that the provisions of this Addendum to Lease are required pursuant to the Franchise Agreement under which Lessee plans to operate its business and Lessee would not lease the Premises without this Addendum. Lessor also hereby consents to the Collateral Assignment from Lessee to Franchisor as evidenced by Attachment A hereto.

b) Lessor further acknowledges that Lessee is not an agent or employee of Franchisor and Lessee has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any affiliate of Franchisor, and that Lessor has entered into this Addendum to Lease with full understanding that it creates no duties, obligations or liabilities of or against Franchisor or any affiliate of Franchisor.

9. Sales Reports. If requested by Franchisor, Lessor will provide Franchisor with whatever reports, information or data Lessor has regarding Lessee's sales from its Franchised Business.

10. Amendments. No amendment or variation of the terms of the Lease or this Addendum to the Lease shall be valid unless made in writing and signed by the parties hereto.

11. Reaffirmation of Lease. Except as amended or modified herein, all of the terms, conditions and covenants of the Lease shall remain in full force and effect and are incorporated herein by reference and made a part of this Addendum as though copies herein in full.

12. Beneficiary. Lessor and Lessee expressly agree that Franchisor is a third-party beneficiary of this Addendum.

IN WITNESS WHEREOF, witness the signatures of the parties hereto as of the day, month and year first written above.

LESSOR:	**LESSEE:**
______________________	______________________
By: ______________________	______________________ B y: ______________________
	______________________
	______________________
	______________________
	______________________

Title:________________________________ Title: ______________________________

Attachment A-

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, as of ~~the ___ day of______, 20____~~ (“____________________________(“**Effective Date**”), the undersigned,__________________________, (“**Assignor**”) hereby assigns, transfers and sets over unto The Simple Greek, LLC, a Delaware limited liability company (“**Assignee**”) all of Assignor’s right, title and interest as tenant, in, to and under that certain lease, a copy of which is attached hereto as Attachment A (“**Lease**”) with respect to the premises located at____________________. This Collateral Assignment of Lease (“**Collateral Assignment**”) is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Collateral Assignment unless Assignee shall take possession of the premises demised by the Lease pursuant to the terms hereof and shall assume the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the premises demised thereby.

Upon a default by Assignor under the Lease or under that certain franchise agreement for a The Simple Greek Business between Assignee and Assignor (“**Franchise Agreement**”), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered to take possession of the premises demised by the Lease, expel Assignor therefrom, and, in the event, Assignor shall have no further right, title or interest in the Lease.

Assignor agrees it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Through the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease at least 30 days before the last day that said option must be exercised, unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as stated herein, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact, which appointment is coupled with an interest, to exercise the extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting the extension or renewal.

IN WITNESS WHEREOF, Assignor and Assignee have signed this Collateral Assignment of Lease as of the Effective Date first above written.

ASSIGNOR:	**ASSIGNEE:**
____	**THE SIMPLE GREEK, LLC**
By:_____________________________________	By: ____________________________________

Title:_________________________________ Title: _________________________________

EXHIBIT C ~~PROTECTED AREA THE SIMPLE GREEK~~

~~**Franchised Business Location :**~~

~~*[Insert Depiction of Geographical Territory*~~
~~*upon Selection of Permanent Site for Franchised Business]*~~

~~**FRANCHISOR: THE SIMPLE GREEK, LLC**~~

~~BY:______________________________~~
~~TITLE:___________________________~~
~~DATE:___________________________~~

~~EXHIBIT D~~

THE SIMPLE GREEK FRANCHISE AGREEMENT
NOTICE OF COMMENCEMENT DATE

Name of Franchisee: ____

Franchise Agreement Dated:____

Franchise Business Address:____ Store Number:_
____

NOTICE is hereby given to the abovementioned Franchisee pursuant to Section 2.1 of the Franchise Agreement that the Term of the abovementioned Franchise Agreement commenced on___________________________,20___, and that the Term shall expire on___________________, 20 (*10 years*), unless the Franchise Agreement is terminated earlier, pursuant to its terms and conditions.

FRANCHISOR: THE SIMPLE GREEK, LLC

BY:_____________________________________ TITLE:___ DATE:_______

DATE OF NOTICE: ____

~~2018~~
~~Exhibit B~~

EXHIBIT ~~E~~D

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name Business No.

Franchisee Mailing Address (street) Franchisee Phone No.

Franchisee Mailing Address (city, state, zip)

Contact Name, Address and Phone number (if different from above)

Franchisee Fax No. Franchisee E-mail Address

Bank Account Information:

Bank Name

Bank Mailing Address (street, city, state, zip)

☐ Checking ☐ Savings

Bank Account No. (check one) Bank Routing No. (9 digits)

Bank Mailing Address (city, state, zip) Bank Phone No.

Authorization:

Franchisee hereby authorizes The Simple Greek, LLC, a Delaware limited liability company ("Franchisor") to initiate debit entries to Franchisee's account with the Bank listed above and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee's account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature:______________________________ Date:____________________________ Name:______________________________

Its:________________________________ Federal Tax ID Number:____________

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.

EXHIBIT ~~F~~E

AUTHORIZATION FOR CREDIT CARD PAYMENTS

This Credit Card Authorization (this "**Authorization**") is entered on the day and date set forth on the signature page hereof by the undersigned credit card account owner ("**Owner**"). Owner agrees that each of The Simple Greek, LLC, a Delaware limited liability company (the "**Franchisor**"), may charge (at their sole discretion) the account(s) listed below for payments for the purchase of products, equipment, and other items from Franchisor and for all fees and interest owed to Franchisor under the Franchise Agreement between Owner, or a company controlled by Owner, and Franchisor (the "**Franchise Agreement**"), as follows:

1. Owner authorizes each of the Franchisor to charge Owner's account(s), as listed below, for payments for the purchase of any supplies, equipment or other products from Franchisor and for all fees, and interest owed to Franchisor under the Franchise Agreement.

Type of Credit Card: _____VISA______MASTERCARD_____AMEX______OTHER Credit Issuer: _

____

Account Number:___________________________________ Expiration Date: __________

Current Credit Limit: $__________________

2. Owner agrees that this Authorization will remain in effect for each Franchise Agreement of Owner, or a company controlled by Owner, throughout the duration of the applicable Franchise Agreement, unless the Franchisor agrees to an earlier termination of this Authorization. Owner agrees not to revoke any Authorization prior to the termination of the applicable Franchise Agreement, without prior written consent of the Franchisor. Owner agrees that the credit card issuer cannot cancel this Authorization without receiving written consent from the Franchisor.

3. Owner agrees to maintain, at all times, sufficient available credit in each account covered by this Authorization to pay past due amounts and associated charges, as listed above, but, in any event the available credit on each account should not be less than $5,000.00. Owner shall notify the Franchisor of the expiration, termination, or any other change in its account(s) covered by this Authorization, within one business day of the change, providing new account numbers and other information reasonably requested by Franchisor. Owner agrees to execute a new Authorization within five business days after receipt of a new Authorization form from Franchisor.

4. Franchisor may bill Owner directly or withdraw the owing amounts from Owner's bank account pursuant to an ACH Authorization Form for any amounts owed by Owner, or a company controlled by Owner, to Franchisor, for which the Franchisor do not charge Owner's account(s) under this Authorization.

5. A company is considered to be "controlled by Owner" if Owner is a guarantor of a Franchise Agreement between the company and Franchisor; or if Owner has a 10% or greater shareholder, partnership, or member interest in the company, or is the sole proprietor of the company.

6. Owner agrees to execute any other documents required by any credit card processing

company, any credit card issuer, any other entity, or by law, as necessary to enable the Franchisor to exercise the rights granted to it by this Authorization.

7. All capitalized terms not defined in this Authorization are defined as in the Franchise Agreement.

OWNER:

____

By: _____________________________________

Print Name:______________________________

Title:____________________________________

Date:____________________________________

~~TSG FDD 2018~~
~~Exhibit B~~

EXHIBIT ~~G~~F

FRANCHISEE ENTITY STATEMENT OF OWNERSHIP

Name of Entity and, if applicable, Trade Name: ____
____

Form of Ownership (Check One)

____ ~~Individual~~ _____Partnership_____Corporation_____LLC_____Other

If a Partnership, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a Corporation, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a Limited Liability Company, give the state and date of formation, the name of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

State and Date of Formation: ____

Management (managers, officers, board of directors, etc.):

Name	Title

Members, Stockholders, Partners

Name	Address	Percentage Owned

Franchisee acknowledges this Statement of Ownership applies to The Simple Greek Business authorized under the Franchise Agreement. Use additional sheets if necessary. Any and all changes to the above information must be reported to Franchisor in writing.

FRANCHISEE: ___________________________

By:_______________________________________ Title:___ Date: _

EXHIBIT G

SPOUSE ~~EXHIBIT H~~

GUARANTY ~~AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS~~

~~In consideration of,~~This Guaranty and ~~as an inducement to, the execution of the Franchise Agreement ("**Franchise Agreement**") by~~Covenant (this "Guaranty") is given by the undersigned ("Guarantor") on ______________________________, (the "Effective Date") to The Simple Greek, LLC, a Delaware limited liability company ("Franchisor"), ~~each of the undersigned hereby jointly and severally, personally and unconditionally:~~

~~1.~~ ~~Guarantees~~in order to induce Franchisor ~~and its successors and assigns, for the term of the~~to enter into that certain Franchise Agreement~~, including extensions and renewals thereof, that the below named~~ dated on or about the Effective Date hereof (the "Franchise Agreement") with ________________, a(n) ________________________, ____________________ and ____________________ (collectively "Franchisee ~~("**Franchisee**") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement;~~")."

~~Agrees to be personally bound by, and personally liable for~~Guarantor acknowledges that Guarantor is the ~~breach~~spouse of~~, each and every provision~~ Franchisee's Principal, as that term is used in the Franchise Agreement ~~and~~ .

Guarantor acknowledges that Guarantor has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this Guaranty are in partial consideration for, and a condition to the granting of, the rights granted in the Franchise Agreement to Franchisee, and that Franchisor would not have granted these rights without the execution of this Guaranty by Guarantor.

~~2.~~ Guarantor hereby individually makes, agrees to be bound by, and agrees to perform, all of the monetary obligations ~~related thereto, including the terms of the articles and sections pertaining to~~ and non-competition~~, confidentiality and the Marks and copyrighted works of Franchisor;~~ covenants and agreements of the Franchisee as set forth in the Franchise Agreement, including but not limited to, the covenants set forth in Sections 7.1, 12.2, 13.2 and 13.3 of the Franchise Agreement ("Guaranteed Obligations"). Guarantor shall perform and/or make punctual payment to Franchisor of the Guaranteed Obligations in accordance with the terms of the Franchise Agreement or other applicable document forthwith upon demand by Franchisor.

~~3. Waives the following:~~

~~a. Acceptance and notice of acceptance by Franchisor of the foregoing undertaking;~~

~~b. Notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;~~

~~Protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby~~This Guaranty is an absolute and unconditional continuing guaranty of payment and performance of the Guaranteed Obligations. This Guaranty shall not be discharged by renewal of any claims guaranteed by this instrument, change in ownership or control of the Franchisee entity, transfer of the Franchise Agreement, the suffering of any indulgence to any debtor, extension of time of payment thereof, nor the discharge of Franchisee by bankruptcy, operation of law or otherwise. Presentment, demand, protest, notice of protest and dishonor, notice of default or nonpayment and diligence in collecting any obligation under any agreement between Franchisee and Franchisor are each and all waived by Guarantor and/or acknowledged as inapplicable. Guarantor waives notice of amendment of any agreement between Franchisee and Franchisor and notice of demand for payment by Franchisee. Guarantor further agrees to be bound by any and all amendments and changes to any agreement between Franchisee and Franchisor.

Franchisor may pursue its rights against Guarantor without first exhausting its remedies against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy.

~~c.~~ If other guarantors have guaranteed~~;~~

~~d. Any right he or she may have to require that any action be brought against Franchisee or any other person as a condition of~~ any and or all of the Guaranteed Obligations, their liability~~; and~~

~~e. Any and all other notices and legal or equitable defenses to which he or she may be entitled;~~

~~4. Consents and agrees that:~~

~~a. His or her direct and immediate liability under this guaranty~~ shall be joint and several~~;~~ to that of Guarantor.

~~b. He or she shall render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so;~~

~~c. Such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and~~

~~d. Such liability shall not be diminished, relieved or otherwise affected by any waiver or partial relief granted to Franchisee or to any other person, including without limitation the acceptance of any partial payment or performance;~~

~~5. Agrees that he or she shall be bound by the restrictive covenants, confidentiality provisions, audit provisions, and indemnification provisions contained in the Franchise Agreement; and~~

~~6. Agrees that the arbitration, injunctive relief, governing law and jurisdiction provisions contained in the Franchise Agreement shall govern this guaranty and such provisions are incorporated into this guaranty by reference.~~

~~**IN WITNESS WHEREOF,** each of the undersigned has affixed his or her signature effective on the same day and year as the Franchise Agreement was executed.~~

~~Name of Franchisee:~~ ______________________________

Until all of the Guaranteed Obligations have been paid in full and/or performed in full, Guarantor shall not have any right of subrogation, unless expressly given to Guarantor in writing by Franchisor.

All Franchisor's rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between Franchisor and Guarantor shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Franchisor by law.

Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

This Guaranty shall extend to and inure to the benefit of Franchisor and its successors and assigns and shall be binding on Guarantor and its successors and assigns.

IN WITNESS WHEREOF, Guarantor has signed this Guaranty as of the date set forth above.

GUARANTOR~~(S)~~ - SPOUSE OF FRANCHISEE'S PRINCIPAL:

~~Date:~~ ______________________ ______________________________

~~(~~______________________________

______________________________Print Name~~)~~:______________________________

____
~~Signature~~

____

______________________________Address:______________________________

____

____
~~Telephone Number~~

~~Date:~~ ______________________ ______________________________
~~(Print Name)~~

____
~~Signature~~

~~Address~~

~~H-63~~

~~2018~~

~~Exhibit C~~

~~AREA DEVELOPMENT AGREEMENT~~

EXHIBIT H

THE SIMPLE GREEK NONDISCLOSURE, NON-SOLICITATION AND NONCOMPETITION AGREEMENT

This Nondisclosure, Non-Solicitation and Noncompetition Agreement (this "Agreement") is entered into this day of ______________________________________ by the undersigned ("Covenantor") in favor of The Simple Greek, LLC, a Delaware limited liability company, and its successors and assigns ("Franchisor"), upon the terms and conditions in this Agreement.

In consideration of Covenantor being a ________________________ of _____________________ ("Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Covenantor hereby acknowledges and agrees that:

1. The Franchised Business. Pursuant to a Franchise Agreement dated ________________, 20 (the "Franchise Agreement"), Franchisee has acquired the right and franchise from Franchisor to establish and operate a The Simple Greek Restaurant (the "Franchised Business") and the right to use in the operation of the Franchised Business, Franchisor's trade names, service marks, trademarks, logos, emblems, and indicia of origin (the "Marks"), as they may be changed, improved and further developed from time to time in the Company's sole discretion, only at the following authorized and approved location: ____ (the "Restaurant Location").

2. The System. Franchisor, as the result of the expenditure of time, skill, effort and resources has developed and owns a unique system (the "System") relating to the establishment and operation of The Simple Greek Restaurants, which serve the authentic flavors and spices of Greece and the Mediterranean seaboard to the general public in an open kitchen utilizing a build-your-own assembly line style setup, with a menu featuring a variety of dishes such as build-your-own bowls, salads and pitas with a variety of proteins, topping and side dishes, soft drinks, beer and other products in a casual restaurant environment. Franchisor possesses certain proprietary and confidential information relating to the operation of the System, which includes information relating to Franchisor or the System that is not generally available to the public, including the Manual, recipes, products, other trade secrets, drawings, materials, recipes, prepared mixtures or other food products and all other information and know-how relating to the methods of developing, operating and marketing the Franchised Business and the System. Confidential Information does not include information Covenantor can demonstrate came to Covenantor's attention through legal methods other than by disclosure by Franchisor, or which, at the time of disclosure thereof by Franchisor to Covenantor, had become a part of the public domain, through publication or communication by others; or which, after disclosure to Covenantor by Franchisor, becomes a part of the public domain, through publication or communication by others (the "Confidential Information"). Any and all information, knowledge, know-how, and techniques which Franchisor specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

3. Confidential Information; Manual. As a ____________________ of Franchisee, Franchisor and Franchisee will disclose the Confidential Information to Covenantor in furnishing to Covenantor training programs, Franchisor's Confidential Operating Standards Manual (together with any other manuals and written materials created or approved for use in the operation of the Franchised Business, and all amendments and updates thereto, collectively the "Manual"), and other general assistance during the term of the Franchise Agreement.

4. No Interest in Confidential Information. Covenantor will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term of the Franchise Agreement, and Covenantor agrees that the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

5. Nondisclosure. The Confidential Information is proprietary, involves trade secrets of Franchisor, and is disclosed to Covenantor solely on the condition that Covenantor agrees, and Covenantor does hereby agree, that Covenantor shall hold in strict confidence all Confidential Information and all other information designated by Franchisor as confidential. Unless Franchisor otherwise agrees in writing, Covenantor will disclose and/or use the Confidential Information only in connection with Covenantor's duties as ______________________ of Franchisee, and will continue not to disclose any such information even after Covenantor ceases to be in that position and will not use any such information even after Covenantor ceases to be in that position, unless Covenantor can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

6. Non-Solicitation. Except as otherwise approved in writing by Franchisor, Covenantor shall not, during Covenantor's employment with Franchisee and for a continuous uninterrupted period commencing upon the cessation or termination of Covenantor's position with Franchisee, regardless of the cause for termination, or upon the expiration, termination, transfer, or assignment of the Franchise Agreement, whichever occurs first, and continuing for one (1) year thereafter, (a) divert or attempt to divert any business or customer of the Franchised Business to a Competitive Business (as defined below) by direct or indirect inducements or otherwise, or to do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; (b) employ or seek to employ any person who is, at that time, employed by Franchisor, or otherwise, directly or indirectly, induce such person to leave his or her employment with Franchisor (in any instance, a "Prohibited Solicitation").

7. Noncompetition. Except as otherwise approved in writing by Franchisor, Covenantor shall not, while in Covenantor's position with Franchisee, either directly or indirectly for Covenantor, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, grant a franchise to, advise, help, make loans to, lease property to, or have any interest in, directly or indirectly any limited service or quick service retail food establishment that derives more than thirty percent (30%) of its gross sales from the sale of either (a) Greek, Mediterranean or Middle Eastern or Greek, Mediterranean- or Middle Eastern-style food, (b) or bowls, salads, wraps or pitas topped or filled with protein and/or vegetables (a "Competitive Business"); and for a continuous uninterrupted period commencing upon the cessation or termination of Covenantor's position with Franchisee, regardless of the cause for termination, or upon the expiration, termination, transfer, or assignment of the Franchise Agreement, whichever occurs first, and continuing for two (2) years thereafter, own, maintain, operate, engage in, grant a franchise to, advise, help, make loans to, lease property to, or have any interest in, directly or indirectly, a Competitive Business that is located within a radius of 10 miles of (i) the Franchised Business location or (ii) the location of any other The Simple Greek Restaurant, whether owned by Franchisor or any other The Simple Greek franchisee, in existence as of the date of the cessation or termination of Covenantor's position with Franchisee. The prohibitions in this Paragraph 7 do not apply to Covenantor's interests in or activities performed in connection with a Franchised Business. This restriction does not apply to Covenantor's ownership of less than five percent (5%) beneficial interest in the outstanding securities of any publicly held corporation.

8. Immediate Family Members. Covenantor acknowledges that Covenantor could circumvent the purpose of this Agreement by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). Covenantor also acknowledges that it would be difficult for Franchisor or Franchisee to prove whether Covenantor disclosed the Confidential Information to family members. Therefore, Covenantor agrees that Covenantor will be presumed to have violated the terms of this Agreement if any member of Covenantor's immediate family (i) engages in any Competitive Business or Prohibited Solicitation during any period of time during which Covenantor is prohibited from engaging in any Competitive Business or Prohibited Solicitation or (ii) uses or discloses the Confidential Information. However, Covenantor may rebut this presumption by furnishing evidence conclusively showing that Covenantor did not disclose the Confidential Information to the family member.

9. Miscellaneous.

(a) *Severability.* Covenantor agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Covenantor expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

(b) *Reduction in Scope.* Covenantor understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without Covenantor's consent, effective immediately upon receipt by you of written notice thereof; and Covenantor agrees to comply forthwith with any covenant as so modified.

(c) *Injunctive Relief.* Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with Franchisee. Covenantor is aware that Covenantor's violation of this Agreement will cause Franchisor and Franchisee irreparable harm; therefore, Covenantor acknowledges and agrees that Franchisee and/or Franchisor may apply for the issuance of an injunction preventing Covenantor from violating this Agreement, and agrees to pay Franchisee and Franchisor all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against Covenantor. Due to the importance of this Agreement to Franchisee and Franchisor, any claim Covenantor has against Franchisee or Franchisor is a separate matter and does not entitle Covenantor to violate, or justify any violation of this Agreement.

(d) *Governing Law; No Oral Modification.* This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania. The only way this Agreement can be changed is in writing signed by both Franchisee and Covenantor.

(e) *Covenants Reasonable*. Covenantor acknowledges and agrees that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) Covenantor has sufficient resources and business experience and opportunities to earn an adequate living while complying with this Agreement. **COVENANTOR WAIVES ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

EXECUTED as of the date first written above by:

FRANCHISEE:

____

By:___________________________
Name:_________________________

Title:______ ~~**The Simple Greek, LLC**~~

~~Simple Greek FDD~~

COVENANTOR:

____

Name: ________________________

EXHIBIT I

GENERAL RELEASE

____ ("Franchisee") and its principal(s):

____

____

(collectively, "Franchisee's Principal(s)"), on behalf of themselves and their respective officers, directors, employees, successors, assigns, heirs, personal representatives, and all other persons acting on their behalf or claiming under them (collectively, the "Franchisee Releasors"), hereby release, discharge and hold harmless The Simple Greek, LLC ("Franchisor"), The Simple Greek, LLC's affiliates, and each of their respective officers, directors, shareholders, employees, agents, attorneys, successors, and assigns (collectively, the "Franchisor Releasees") from any suits, claims, controversies, rights, promises, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character and description, in law or in equity, whether presently known or unknown, vested or contingent, suspected or unsuspected arising under, relating to, or in connection with the Franchise Agreement dated ____ between Franchisee and Franchisor and any related agreements and the relationship created thereby, or the Franchised Business operated under the Franchise Agreement, or any claims or representations made relative to the sale of the franchise to operate such Franchised Business or under any federal or state franchise or unfair or deceptive trade practice laws, which any of the Franchisee Releasors now own or hold or have at any time heretofore owned or held against the Franchisor Releasees (collectively, the "Franchisee Released Claims").

FRANCHISEE AND FRANCHISEE'S PRINCIPAL(S) ON BEHALF OF THEMSELVES AND THE FRANCHISEE RELEASORS WAIVE ANY RIGHTS AND BENEFITS CONFERRED BY ANY APPLICABLE PROVISION OF LAW EXISTING UNDER ANY FEDERAL, STATE OR POLITICAL SUBDIVISION THEREOF WHICH WOULD INVALIDATE ALL OR ANY PORTION OF THE RELEASE CONTAINED HEREIN BECAUSE SUCH RELEASE MAY EXTEND TO CLAIMS WHICH THE FRANCHISEE RELEASORS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTION OF THIS AGREEMENT.

The Franchisee Releasors also covenant not to bring any suit, action, or proceeding, or make any demand or claim of any type, against any Franchisor Releasees with respect to any Franchisee Released Claim, and Franchisee and Franchisee's Principal(s) shall defend, indemnify and hold harmless each of Franchisor Releasees against same.

The foregoing Release is executed as of ___________________, 20___.

FRANCHISEE:

By:

,
(Print Name, Title)

PRINCIPAL:

(Print Name)

PRINCIPAL:

(Print Name)

EXHIBIT C

~~2018 Exhibit C~~

~~**THE SIMPLE GREEK, LLC**~~

~~**AREA DEVELOPMENT AGREEMENT**~~

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THE SIMPLE GREEK, LLC ~~AREA~~

MULTI-UNIT DEVELOPMENT AGREEMENT

THE SIMPLE GREEK, LLC
MULTI-UNIT DEVELOPMENT AGREEMENT

MULTI-UNIT DEVELOPMENT AGREEMENT

THIS ~~AREA~~MULTI-UNIT DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into the___day of________________, 20_, between The Simple Greek, LLC, a Delaware limited liability company whose principal address is 794 Penllyn Blue Bell Pike, Suite 219, Blue Bell, PA 19422 ("Franchisor"), ~~and~~ __________, a____________________~~[corporation][limited liability company] ("Area~~ ") and _____________, an individual residing at ____________________________________ and _____________, an individual residing at ____________________________________ (herein "Developer").

W I T N E S S E T H:

WHEREAS, Franchisor is engaged in the business of operating and franchising a specialty restaurant known as "The Simple Greek" ("Restaurant"); and

WHEREAS, Franchisor has developed a business plan and method in connection with the operation of "The Simple Greek" Restaurants which offer Greek and American food and related items, including soft drinks, ~~beer~~ and other products, to the general public in a casual restaurant environment ("Products") utilizing certain standards, specifications, methods, procedures, recipes, techniques, management systems, identification schemes and proprietary marks, copyrights, and information (the "System"); all of which may be changed, improved and further developed from time to time by Franchisor; and

WHEREAS, the distinguishing characteristics of the System include, but are not limited to, the name and mark "The Simple Greek" (the "Marks"), uniform formats, designs, systems, methods, specifications, standards and procedures, all of which may be improved, further developed or otherwise modified from time to time by Franchisor; and

WHEREAS, the reputation and goodwill with the public with respect to the quality of products and services available at "The Simple Greek" Restaurants have been and continue to be of major benefit to Franchisor and its franchisees; and

WHEREAS, ~~Area~~ Developer recognizes the benefits to be derived from being identified with and being an ~~area developer~~Developer of Franchisor; and

WHEREAS, ~~Area~~ Developer wishes to obtain certain development rights to open and operate Restaurants operating under the System within the territory described in this Agreement.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party stated herein, hereby agree as follows:

SECTION I GRANT

1.1 Development Rights

Franchisor hereby grants to ~~Area~~ Developer, pursuant to the terms and conditions of this Agreement, certain development rights ("Development Rights") to develop, establish and open ~~__________ (_)~~ the franchised The Simple Greek restaurants set forth on Exhibit "A" hereto (each a "Restaurant") during the term of this Agreement (defined in Section 6.1), and to use the System and the Marks solely in connection therewith _at specific locations to be designated in separate Franchise Agreements executed as provided in Section 3.1 of this Agreement or as otherwise directed by Franchisor, and pursuant to the schedule established in Exhibit "A" of this Agreement ("Minimum Performance Schedule"). Each Restaurant developed hereunder shall be located in the area described in Exhibit "B" of this Agreement ("Development Area").

1.2 Individual Franchise Agreements

Each Restaurant for which Development Rights are granted under this Agreement shall be established and operated pursuant to a then-current Franchise Agreement to be entered into between ~~Area~~ Developer and Franchisor in accordance with Section 3.3 of this Agreement. ~~Area~~ Developer acknowledges and understands that it may not open any Restaurant for business until a then-current Franchise Agreement for each such Restaurant has been fully executed and all fees have been paid to Franchisor.

1.3 No Rights to Use Marks or System

This Agreement is not a Franchise Agreement and does not grant to ~~Area~~ Developer any right to use the Marks or System, or to offer franchises to others using the Marks or System.

SECTION II FEES

2.1 Development Fee

Upon ~~Area~~ Developer's execution of this Agreement, ~~Area~~ Developer shall pay to Franchisor the sum of $~~25~~30,000, representing the Initial Franchise Fee for ~~Area~~ Developer's first Restaurant, plus a non--refundable development fee equal to $~~12,500~~15,000 multiplied by each Restaurant that ~~Area~~ Developer commits to develop under this Agreement.

2.2 Initial Franchise Fee

The Initial Franchise ~~Area~~ Fee Developer must pay for each Restaurant to be developed under this Agreement will be the amount stated in the then-current Franchise Agreement, less $~~12,500~~15,000.

SECTION III
SCHEDULE AND MANNER FOR EXERCISING DEVELOPMENT RIGHTS

3.1 Site Selection and Approval

~~Area~~ Developer shall submit to Franchisor for its evaluation and approval, in the form specified by Franchisor, a description of any proposed site for a Restaurant, the terms of the lease or purchase, a market feasibility study for the site and such other information and materials as Franchisor may reasonably require, together with a letter of intent or other evidence satisfactory to Franchisor, which confirms ~~Area~~ Developer's favorable prospects for obtaining the site. Franchisor shall have thirty (30) days after receipt of such information and materials from ~~Area~~ Developer to approve or disapprove the site in its sole discretion. If the site is approved, ~~Area~~ Developer will then be presented with the then- current Franchise Agreement for execution.

3.2 Time is of the Essence

Recognizing that time is of the essence, ~~Area~~ Developer agrees to exercise its Development Rights in the manner specified herein, and to satisfy the Minimum Performance Schedule in a timely manner. Failure by ~~Area~~ Developer to adhere to the Minimum Performance Schedule shall constitute a default under this Agreement as provided in Section 9.1 of this Agreement._

3.3 Exercise of Development Rights

~~Area~~ Developer shall exercise its Development Rights only by executing a then-current Franchise Agreement for each Restaurant ~~at a site approved by Franchisor in~~set forth on the Minimum Performance Schedule. Developer will receive a $30,000 credit from the Development ~~Area as hereinafter provided within ten (10) days after receipt of said~~Fee against the $30,000 Initial Franchise Fee due under the initial franchise agreement, which Developer shall execute contemporaneously with this Agreement ~~from Franchisor for the approved site and return same to Franchisor for its~~. Upon Developer's execution~~. The Franchise Agreement~~ of a lease for each TSG Restaurant ~~to be developed hereunder~~, Developer shall ~~be~~sign the then-current ~~Franchise Agreement. In the event Franchisor does not receive the properly executed Franchise Agreement with~~ franchise agreement for the ~~appropriate number of copies within said ten (10) days from delivery thereof to Area Developer, Franchisor's approval of the site shall be void and~~

~~Area~~next TSG Restaurant Developer is to develop. For each additional franchise agreement signed, Developer shall ~~have~~receive a $15,000 credit from the Development Fee against the then-current Initial Franchise Fee payable and Developer shall pay the balance due. Developer shall sign each additional franchise agreement no ~~rights with respect to said site~~earlier than fourteen (14) days, and no later than twenty-one (21) days, after receipt of Franchisor's then-current Franchise Disclosure Document and Franchise Agreement.

3.4 No Guaranty of Success

~~Area~~ Developer acknowledges that the approval of a particular site for a Restaurant by Franchisor shall not be deemed to be an assurance or guaranty that the Restaurant will operate successfully or at a profit from such site.

3.5 Ownership of Restaurants

~~Area Developer shall be required to execute each Franchise Agreement and own a minimum of fifty-one percent (51%) of the issued and outstanding stock for each Restaurant to be opened pursuant to said Franchise Agreement. In no event shall Area Developer relinquish control over any entity operating a Restaurant.~~

Upon Franchisor's approval, Developer may enter into the initial Franchise Agreement or any subsequent Franchise Agreement as required under this Agreement using a newly formed entity, such as a limited liability company, corporation or partnership, for the sole purpose of entering into a Franchise Agreement and operating the Restaurant pursuant thereto, provided that Developer shall also personally sign such Franchise Agreement as a principal.

SECTION IV DEVELOPMENT RIGHTS AND OBLIGATIONS

4.1 Non-Traditional Sites

Notwithstanding any other provision of this Agreement, Development Rights under this Agreement do not include the right to develop Restaurants at any non-traditional sites (each a "Non- Traditional Site"), including without limitation grocery stores, convenience stores, club or warehouse stores, other retail outlets, transportation facilities (airports, train stations, bus stations, etc.), toll roads and plazas and major thoroughfares, educational facilities (schools, colleges, universities, etc.), institutional feeding facilities (hospitals, hotels, corporate or school cafeterias, etc.), government institutions and facilities, prisons, enclosed shopping malls, military bases, casinos, sports or entertainment venues, amusement or theme parks, whether currently existing or constructed or established subsequent to the date of this Agreement, whether located within or outside the Development Area.

4.2 Exclusivity of Development Area

Provided ~~Area~~ Developer is in full compliance with all the terms and conditions of this Agreement, including without limitation the Minimum Performance Schedule, and ~~Area~~ Developer is in full compliance with all of its obligations under all Franchise Agreements executed pursuant to this Agreement, then during the term of this Agreement neither Franchisor nor any of its affiliates will develop or operate, or grant franchises for the development or operation of Restaurants within the Development Area, except the franchises that are granted to ~~Area~~ Developer pursuant to this Agreement.

Notwithstanding the foregoing, this Section 4.2 does not prohibit Franchisor from operating or granting others the right to operate a Restaurant at any Non-Traditional Site within the Development Area.

4.3 Franchisor's Rights on Termination or Expiration

Upon the termination or expiration of this Agreement, Franchisor and its affiliates shall have the right to develop and operate, and to grant to others development rights and franchises to develop and operate, Restaurants within the Development Area subject only to the territorial rights granted to ~~Area~~ Developer with respect to any Restaurant operated by ~~Area~~ Developer pursuant to any executed Franchise Agreements.

4.4 Rights Reserved to Franchisor

Except as expressly limited by Section 4.2 above, Franchisor and its affiliates retain all rights with respect to Restaurants, the Marks and the sale of any goods and services, anywhere in the world, including, without limitation, the right:

4.4.1 to produce, offer and sell and to grant others the right to produce, offer and sell the Products and any other goods and services through similar or dissimilar channels of distribution both within and outside the Development Area under trade and service marks other than the Marks and under any terms and conditions Franchisor deems appropriate;

4.4.2 to produce, offer and sell and grant others the right to produce, offer and sell the Products and any other goods and services through dissimilar channels of distribution both within and outside the Development Area under the Marks and under any terms and conditions Franchisor deems appropriate;

4.4.3 to operate and to grant others the right to operate Restaurants located outside the Development Area under any terms and conditions Franchisor deems appropriate and regardless of proximity to a Restaurant, except as provided in a valid franchise agreement; and

4.4.4 to operate and to grant others the right to operate Restaurants at Non-Traditional Sites within and outside the Development Area under any terms and conditions Franchisor deems appropriate.

SECTION V
NO RIGHT TO RENEWAL

This Agreement shall not be subject to renewal; however, if ~~Area~~ Developer wishes to purchase a new Development Area and continue to develop Restaurants, Franchisor will, in good faith, negotiate a new ~~Area~~Multi-Unit Development Agreement with ~~Area~~ Developer.

SECTION VI
TERM AND RIGHT OF FIRST REFUSAL

6.1 Term

Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement begins the date this Agreement is fully executed, and all Development Rights granted hereunder shall expire on the first to occur of (a) the date the last Restaurant is opened pursuant to the Minimum Performance Schedule established in Exhibit "A" or (b) the date the last Restaurant was _required to be opened pursuant to the Minimum Performance Schedule, unless this Agreement is terminated at an earlier date pursuant to Section IX.

6.2 Right of First Refusal

If, at any time or from time to time following the opening for business of all the Restaurants in accordance with the Minimum Performance Schedule, Franchisor determines that it is desirable to operate one or additional Restaurants in the Development Area, and provided ~~Area~~ Developer has timely complied with the Minimum Performance Schedule and is then in compliance with all terms and conditions of all Franchise Agreements, ~~Area~~ Developer shall have a right of first refusal to obtain the Development Rights to such additional Restaurant(s) upon such reasonable terms and conditions as are then determined by Franchisor including, but not limited to the payment of the then-current Initial Franchise Fee upon execution of the then-current Franchise Agreement, without any credit to or reduction of the Initial Franchise Fee as provided in Section 2.2 of this Agreement. In such case, Franchisor shall advise ~~Area~~ Developer in writing of the terms and conditions for the acquisition of the Development Rights for such additional Restaurant(s). ~~Area~~ Developer must notify Franchisor in writing within thirty

_(30) days of the receipt of such notice whether it wishes to acquire the Development Rights to one or all of such additional Restaurant(s). If ~~Area~~ Developer does not exercise this right of first refusal, in whole, Franchisor may, following the expiration of the thirty (30) day period, grant the Development Rights to such additional Restaurant(s) to any other person or persons on the same terms and conditions or Franchisor itself may elect to develop and construct any of such additional Restaurant(s).

SECTION VII ______OBLIGATIONS OF ~~AREA~~ DEVELOPER

~~Area~~ Developer acknowledges and agrees that:

7.1 No Right to Operate to Use Marks, System, Etc.

Except as otherwise provided herein, this Agreement includes only the right to select sites for the establishment of Restaurants and to submit the same to Franchisor for its approval in accordance with the terms of this Agreement. This Agreement does not include the grant of a license by Franchisor to ~~Area~~ Developer of any rights to use the Marks, the System, or to open or operate any Restaurants within the Development Area. ~~Area~~ Developer shall obtain the license to use such additional rights at each Restaurant upon the execution of each then-current Franchise Agreement by both ~~Area~~ Developer and Franchisor and only in accordance with the terms of each then-current Franchise Agreement.

7.2 No Transfer of Development Rights

The Development Rights granted hereunder are personal to ~~Area~~ Developer and cannot be sold, assigned, transferred or encumbered, in whole or in part, except as stated in Section XI of this Agreement.

7.3 Development Rights are Non-Exclusive

Except as provided in Section 4.2 of this Agreement, the Development Rights granted hereunder are non-exclusive, and Franchisor retains the right, in its sole discretion:

(a) To continue to construct and operate other Restaurants and to use the System and the Marks at any location outside the Development Area, and to license others to do so.

~~(b)~~ To develop, use and franchise the rights to any trade names, trademarks, service marks, trade symbols, emblems, signs, slogans, insignia, or copyrights not designated by Franchisor as Marks for use with different franchise systems for the sale of different products or services not in

(b) connection with the System at any location, on such terms and conditions as Franchisor may deem advisable and without granting ~~Area~~ Developer any rights therein.

(c) To develop, merchandise, sell and license others to sell any of Franchisor's products, proprietary or otherwise, presently existing or to be developed in the future, to the public through supermarkets, groceries and other non-restaurant outlets outside or inside of the Development Area and to use the Marks in connection therewith.

7.4 Taxes

~~Area~~ Developer has sole responsibility for the performance of all obligations arising out of the operation of its business pursuant to this Agreement, including, but not limited to, the payment when due of any and all taxes levied or assessed by reason of such operation.

7.5 Notice of Independent Contractor

In all public records, in its relationship with other persons, and in any documents, ~~Area~~ Developer shall indicate clearly the independent ownership of ~~Area~~ Developer's business and that the operations of said business are separate and distinct from Franchisor.

7.6 Confidential Information

~~Area~~ Developer shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, association or corporation any confidential information, knowledge, recipes, food preparation methods, or know-how concerning the methods of operation of the business franchised hereunder which may be communicated to ~~Area~~ Developer, or of which ~~Area~~ Developer may be apprised, by virtue of ~~Area~~ Developer's operation under the terms of this Agreement (collectively, "Confidential Information"). ~~Area~~ Developer shall divulge such Confidential Information only to such of its employees as must have access to it in order to develop and operate Restaurants hereunder. Any and all information, knowledge and know-how, and other data which Franchisor designates as confidential, shall be deemed Confidential Information for purposes of this Agreement, except information which ~~Area~~ Developer can demonstrate came to its attention prior to disclosure thereof by Franchisor; or which, at the time of disclosure by Franchisor to ~~Area~~ Developer, had become a part of the public domain, through publication or communication by others; or which, after disclosure to ~~Area~~ Developer by Franchisor, becomes a part of the public domain, through publication or communication by others.

7.7 Compliance with Laws

~~Area~~ Developer shall comply with all requirements of federal, state and local laws, rules and regulations.

7.8 No Right to Sub-Franchise

~~Area~~ Developer shall at no time have the right to sub-franchise any of its Development Rights hereunder.

SECTION VIII SERVICES OF FRANCHISOR

Franchisor shall, at its expense, provide the following services:

8.1 Site Review

Review ~~Area~~ Developer's site selection for conformity to Franchisor's standards and criteria for selection and acquisition of sites upon Franchisor's receipt of ~~Area~~ Developer's written request for approval thereof.

8.2 Standard Specifications

Provide ~~Area~~ Developer with standard specifications and layouts for the layout, interior and exterior design, improvements, equipment, furnishings, decor and signs identified with the Restaurants as Franchisor makes available to all ~~area developers~~Developers and franchisees from time to time. ~~Area~~ Developer agrees to engage an architecture and engineering firm to prepare full construction/design plan sets for each Restaurant to be developed hereunder and shall submit bids and construction/design plan sets to Franchisor to review. Franchisor will provide ~~Area~~ Developer with feedback with respect to the bids submitted to ~~Area~~ Developer from architecture and engineering firms, but the selection of such firm shall be made by the ~~Area~~ Developer in its sole discretion.

8.3 Review of Build-Out Plans

Review of ~~Area~~ Developer's site plan and final build-out plans and specifications for conformity to the construction standards and specifications of the System, upon Franchisor's receipt of ~~Area~~ Developer's written request for approval thereof.

8.4 On-Site Evaluation

Conduct such on-site evaluation as Franchisor may, in its sole discretion, deem advisable as part of its evaluation of ~~Area~~ Developer's request for site approval, provided however, that Franchisor shall not be required to provide such on-site evaluation for any proposed site prior to Franchisor's receipt of a description of such proposed site and a letter of intent (subject to Franchisor's approval) or other evidence satisfactory to Franchisor, which confirms ~~Area~~ Developer's favorable prospects for obtaining the proposed site. If deemed appropriate and if the site requires inspection, Franchisor may conduct on-site inspections. ~~Area~~ Developer shall reimburse Franchisor for reasonable travel expenses, including food, lodging and other reasonable out of pocket expenses for each Franchisor representative associated with all on-site evaluations.

SECTION IX DEFAULT AND TERMINATION

9.1 Events of Default

The occurrence of any of the following events of default shall constitute good cause for Franchisor, at its option and without prejudice to any other rights or remedies provided for hereunder or by law or equity, to terminate this Agreement, without the opportunity to cure:

9.1.1 If ~~Area~~ Developer shall, in any respect, fail to meet the Minimum Performance Schedule.

9.1.2 If ~~Area~~ Developer shall use the System or Marks, or any other names, marks, systems, insignia, symbols or rights which are the property of Franchisor except pursuant to, and in accordance with, a valid and effective Franchise Agreement.

9.1.3 If ~~Area~~ Developer shall fail to remit to Franchisor any payments pursuant to Section II when same are due.

9.1.4 If ~~Area~~ Developer shall begin work upon any Restaurant at any site unless all the conditions stated in Section III hereof have been met.

9.1.5 If ~~Area~~ Developer shall purport to effect any assignment other than in accordance with Section XI hereof.

9.1.6 Except as provided in Section XI hereof, if ~~Area~~ Developer attempts to sell, assign, transfer or encumber this Agreement prior to the time that at least fifty percent (50%) of the Restaurants to be constructed and opened for business in accordance with the Minimum Performance Schedule are, in fact, open or under construction.

9.1.7 If ~~Area~~ Developer makes, or has made, any material misrepresentation to Franchisor in connection with obtaining this Agreement, any site approval hereunder, or any Franchise Agreement.

9.1.8 If ~~Area~~ Developer fails to obtain Franchisor's prior written approval or consent, including but not limited to site approval or site plan approval, as expressly required by this Agreement.

9.1.9 If ~~Area~~ Developer defaults in the performance of any other obligation under this Agreement.

9.1.10 If ~~Area~~ Developer defaults in the performance of any obligation under any franchise agreement or any other agreement with Franchisor.

9.1.11 If ~~Area~~ Developer violates any law, ordinance, rule or regulation of a governmental agency in connection with the operation of a Restaurant.

9.1.12 ~~If Area Developer or a holder of twenty-five percent (25%) or more of Area Developer's ownership interest~~If any of Developer is convicted in a court of competent jurisdiction of an indictable offense punishable by a term of imprisonment in excess of one (1) year.

9.1.13 ~~If Area Developer, or any person controlling, controlled by or under common control with Area Developer,~~If any of Developer shall become insolvent by reason of inability to pay their debts as they mature or be adjudicated a bankrupt; shall file or have filed against any of them a petition in bankruptcy, reorganization or similar proceeding under the bankruptcy laws of the United States.

9.1.14 If a receiver, permanent or temporary, of the business, assets or property of ~~Area Developer, or any person controlling, controlled by or under common control with Area Developer,~~any Developer is appointed by a court of competent authority.

9.1.15 ~~If Area Developer, or any person controlling, controlled by or under common control with Area Developer,~~If any of Developer requests the appointment of a receiver or makes a general assignment for the benefit of creditors or if a final judgment against ~~Area~~any Developer or any such person in the amount of Ten Thousand and No/100 Dollars ($10,000) or more remains unsatisfied of record for sixty (60) days or longer.

9.1.16 If the bank accounts, property or receivables of ~~Area Developer, or any person controlling, controlled by or under common control with Area Developer,~~any of Developer are attached and such attachment proceedings are not dismissed within sixty (60) days.

9.1.17 If execution is levied against the business or property of ~~Area~~any Developer~~, or any person controlling, controlled by or under common control with Area Developer,~~ or suit to foreclose any lien or mortgage against any of the Restaurants, the premises thereof or equipment thereon is instituted and not dismissed within thirty (30) days.

9.1.18 If ~~Area~~ Developer or any of its affiliates ceases to operate any of the Restaurants opened pursuant to the terms of this Agreement.

SECTION X
~~AREA~~ DEVELOPER'S OBLIGATIONS FOLLOWING TERMINATION

10.1 Upon termination of this Agreement or upon expiration of the term of this Agreement, ~~Area~~ Developer agrees as follows:

10.1.1 To cease immediately any attempts to select sites on which to establish Restaurants.

10.1.2 To cease immediately to hold itself out in any way as an ~~Area~~ Developer of Franchisor or to do anything which would indicate a relationship between it and Franchisor, except as may be permitted by any valid and effective franchise agreement.

SECTION XI TRANSFER OF INTEREST

11.1 No Transfer Without Franchisor's Consent

This Agreement is personal to ~~Area~~ Developer and ~~Area~~ Developer shall neither sell, assign, transfer nor encumber this Agreement, the Development Rights, or any other interest hereunder, nor suffer or permit any such assignment, transfer or encumbrance to occur directly, indirectly or contingently by agreement or by operation of law without the prior written consent of Franchisor. ~~Area~~ Developer understands that this Agreement may not be pledged, mortgaged, hypothecated, given as security for an obligation or in any manner encumbered. The assignment or transfer of any interest, except in accordance with this Section shall constitute an Event of Default under this Agreement.

~~11.2 Transfer to a Corporate Entity; Guaranties~~

~~In the event that Area Developer is an individual and desires to conduct business in a corporate capacity, said assignment to a corporate entity (which may include a corporation, limited liability company or partnership) must receive the prior written approval of Franchisor and Area Developer agrees to comply with the provisions hereinafter specified, including without limitation, personal guarantees by all equity owners of all of the obligations of said assignee corporate entity to Franchisor and other parties designated by Franchisor. The assignee corporate entity shall not engage in any business activities other than those directly related to the operation of the Restaurant(s) pursuant to the terms and conditions of the Franchise Agreement(s) with Franchisor, and all assets related to the operation of the Restaurant(s) shall be held by the assignee corporate entity. There shall be no transfer fee charged by Franchisor for a one (1) time assignment to a corporate entity under this Section 11.2.~~

~~11.3 Subsequent Transfer of Voting Rights in Corporate Entity~~

~~If Area Developer is a corporation, limited liability company or partnership, or if Area Developer's rights under this Agreement are assigned to an entity, then all of the owners of the equity of such entity must sign the Guaranty and Assumption of Area Developer's Obligations attached as~~

~~Attachment "B" hereto. The assignment to a corporate entity will not relieve Area Developer of personal liability to Franchisor for performance of any of the obligations under this Agreement. Any subsequent transfer of voting rights or the equity of the entity or assignee entity, and any transfer or issuance of equity of the entity or assignee entity shall be subject to Franchisor's prior written approval. Franchisor agrees that it will not unreasonably restrict the issuance or transfer of equity, provided that Area Developer complies with the provisions of this Section XI, and provided that in no event shall any equity of such corporate entity or assignee corporate entity be sold, transferred or assigned to a business competitor of Franchisor. The articles of organization and governing documents (including by-laws, operating agreement or partnership agreement) of the entity or assignee entity shall reflect that the issuance and transfer of equity is restricted, and all certificates shall bear the following legend, which shall be printed legibly and conspicuously on each certificate:~~

> **~~"The transfer of this certificate is subject to the terms and conditions of an Area Development Agreement with The Simple Greek, LLC, dated___________. Reference is made to said Area Development Agreement and related Franchise Agreements and to restrictive provisions of the governing documents of this entity."~~**

~~11.4~~11.2 Restriction on Transfer

~~Area~~ Developer has represented to Franchisor that it is entering into this Agreement with the intention of complying with its terms and conditions and not for the purpose of resale of the Development Rights hereunder. Therefore~~, Area~~ Developer agrees that any attempt to assign this Agreement, prior to the time that at least fifty percent (50%) of the Restaurants to be constructed hereunder are opened or under construction, except pursuant to ~~Sections 11.2, 11.3, 11.4 or 11.9 of this Agreement~~this Article XI, shall be deemed to be an event of default.

~~11.5~~11.3 Franchisor's Right of First Refusal

~~Except as provided in Section 11.4, if Area~~If Developer receives from an unaffiliated third party and desires to accept a bona fide written offer to purchase its business, Development Rights and interests, Franchisor shall have the option, exercisable within thirty (30) days after receipt of written notice setting forth the name and address of the prospective purchaser, the price and terms of such offer, and a copy of such offer and the other information stated in this Section 11.~~6~~3, to purchase such business, Development Rights and interests, including~~ Area~~ Developer's right to develop Restaurants within the Development Area, on the same terms and conditions as offered by said third party. In order that Franchisor may have information sufficient to enable it to determine whether to exercise its option, Franchisor may require ~~Area~~ Developer to deliver to Franchisor certified financial statements as of the end of~~ Area~~ Developer's most recent fiscal year and such other information about the business and operations of ~~Area~~ Developer as Franchisor may request. If Franchisor declines, or does not accept the offer in writing within thirty (30) days, ~~Area~~ Developer may, within thirty (30) days from the expiration of the option period, sell, assign and transfer its business, Development Rights and interest to said third party, provided Franchisor has consented to such transfer as required by this Section XI. Any material change in the terms of the offer prior to closing of the sale to such third party shall constitute a new offer, subject to the same rights of first refusal by Franchisor or its nominee, as in the case of an initial offer. Failure by Franchisor to exercise the option afforded by this Section 11.~~6~~3 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section with respect to the proposed transfer.

~~11.6~~11.4 Effectiveness of Transfer

~~Area~~ Developer acknowledges and agrees that the restrictions on transfer imposed herein are reasonable and are necessary to protect the Development Rights, the System and the Marks, as well as

Franchisor's reputation and image, and are for the protection of Franchisor, ~~Area~~ Developer and other ~~area developers~~Developers and franchisees. Any assignment or transfer permitted by this Section XI shall not be effective until Franchisor receives a completely executed copy of all transfer documents, and Franchisor consents in writing thereto.

~~11.7~~11.5 Conditions for Transfer

~~Except as provided in Section 11.4 of this Agreement,~~ Franchisor agrees not to unreasonably withhold its consent to a sale, assignment or transfer by ~~Area~~ Developer hereunder. Consent to such transfer otherwise permitted or permissible as reasonable may be refused unless:

~~11.7.1~~11.5.1 All obligations of ~~Area~~ Developer created by this Agreement, all other franchise documents, including all Franchise Agreements, and the relationship created hereunder are assumed by the transferee.

~~11.7.2~~11.5.2 All ascertained or liquidated debts of ~~Area~~ Developer to Franchisor or its affiliated or subsidiary corporations are paid.

~~11.7.3~~11.5.3 ~~Area~~ Developer is not in default under this Agreement.

~~11.7.4~~11.5.4 Franchisor is reasonably satisfied that the transferee meets all of the requirements of Franchisor for new ~~area developers~~Developers, including but not limited to, good reputation and character, business acumen, operational ability, management skills, financial strength and other business considerations.

~~11.7.5~~11.5.5 Transferee executes or, in appropriate circumstances, causes all necessary parties to execute, Franchisor's standard form of ~~Area~~Multi-Unit Development Agreement, Franchise Agreements for all Restaurants open or under construction hereunder, and such other then-current ancillary agreements being required by Franchisor of new ~~area developers~~Developers on the date of transfer.

~~11.7.6~~11.5.6 ~~Area~~ Developer executes a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor, its officers, directors, members, managers, employees and principal stockholders of any and all claims and causes of action that it may have against Franchisor or any subsidiary or affiliated corporations in any way relating to this Agreement or the performance or non-performance thereof by Franchisor.

~~11.7.7~~11.5.7 ~~Area~~ Developer or transferee pays to Franchisor a transfer fee in an amount equal to Five Thousand Dollars ($5,000) to cover Franchisor's reasonable costs in effecting the transfer and in providing training and other initial assistance to transferee.

~~11.8~~11.6 Death or Incapacity of Owner

Upon the death or mental incapacity of any person with an interest of more than fifty percent (50%) in this Agreement~~ or in Area Developer~~, the executor, administrator or personal representative of such person shall transfer his interest to a third party approved by Franchisor within twelve (12) months. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any *inter vivos* transfer. However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions stated in Section 11.~~8~~5 of this Agreement, the personal representative of the deceased shall have a reasonable time, not to exceed twelve (12) months from the date said personal representative is appointed, to dispose of the deceased's interest in ~~Area~~ Developer or in the Development Rights, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement. It is understood and agreed, however, that notwithstanding the foregoing, the Minimum Performance Schedule shall be complied with as though no such death or mental incapacity had occurred. In the event the interest described above is not disposed of within such time, Franchisor shall have the right to terminate this Agreement, provided such termination had not previously occurred for failure to perform pursuant to the Minimum Performance Schedule, upon ninety (90) days' notice to ~~Area~~ Developer's representative, or Franchisor shall have the right to re- purchase same at the same price being sought by the ~~Area~~ Developer's representative.

~~11.9~~11.7 No Waiver of Rights

Franchisor's consent to a transfer of any interest in ~~Area~~ Developer or in the Development Rights pursuant to this Section XI shall not constitute a waiver of any claims it may have against ~~Area~~ Developer, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

~~11.10~~11.8 Franchisor's Right to Transfer

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

If Franchisor assigns its rights in this Agreement, nothing herein shall be deemed to require Franchisor to remain in the restaurant business or to offer or sell any products or services to ~~Area~~ Developer.

~~11.11~~11.9 Successors and Assigns

This Agreement shall inure to the benefit of Franchisor, its successors and assigns, and Franchisor shall have the right to transfer or assign all or any part of its interest herein to any person or legal entity, provided such transferee agrees to perform all of Franchisor's obligations hereunder.

SECTION XII COVENANTS

12.1 In-Term Covenants

~~Area~~ Developer specifically acknowledges that, pursuant to this Agreement, ~~Area~~ Developer will receive valuable training and confidential information, including, without limitation, information regarding the marketing methods and techniques of Franchisor and the System. Accordingly, ~~Area~~ Developer covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, ~~Area Developer, and any of its shareholders, officers, directors, members, managers, partners~~

~~and guarantors and any persons controlling, controlled by or under common control with Area Developer,~~Developer shall not, either directly or indirectly, for itself or on behalf of, or in conjunction with, any other person or legal entity:

12.1.1 Divert or attempt to divert any business or customer of a Restaurant to a Competitive Business (defined in Section 12.3), by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System.

12.1.2 Employ or seek to employ any person who is at the time employed by Franchisor~~ or by any other franchisee or area developer of Franchisor~~, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment.

12.1.3 Own, maintain, operate, engage in, grant a franchise to, advise, help, make loans to, lease property to, or have any interest in, directly or indirectly, a Competitive Business (including any business operated by ~~Area~~ Developer prior to entry into this Agreement).

12.2 Post-Term Covenants

~~Area~~ Developer covenants that, except as otherwise approved in writing by Franchisor, ~~Area~~ Developer shall not:

12.2.1 For a continuous and uninterrupted period commencing upon the expiration or termination of this Agreement, and continuing for two (2) years thereafter (and, in case of any violation of this covenant, for two (2) years after the violation ceases), own, maintain, operate, engage in, grant a franchise to, advise, help, make loans to, lease property to, or have any interest in, directly or indirectly, a Competitive Business that is located within a radius of 10 miles of the location of any The Simple Greek restaurant, whether owned by Franchisor or any other The Simple Greek franchisee (including but not limited to ~~Area~~ Developer itself), in existence as of the date of expiration or termination of this Agreement.

12.2.2 For a period of one year following the termination or expiration of this Agreement, employ or seek to employ any person who is, at the time of the expiration or termination of this Agreement, employed by Franchisor~~ or by any other The Simple Greek franchisee~~, or otherwise, directly or indirectly, induce such person to leave his or her employment with Franchisor or any other The Simple Greek franchisee.

~~12.2.2~~

12.3 Competitive Business

For purposes of this Section XII, a "Competitive Business" is defined as any limited service or quick service retail food establishment that derives more than thirty percent (30%) of its gross sales from the sale of either (a) Greek, Mediterranean or Middle Eastern or Greek-, Mediterranean- or Middle Eastern-style food, (b) or bowls, salads, wraps or pitas topped or filled with protein and/or vegetables.

12.4 Interest in Publicly Traded Company

Subsections 12.1.3 and 12.2 of this Section shall not apply to ownership by ~~Area~~ Developer of less than a five percent (5%) beneficial interest in the outstanding equity securities of any corporation which is traded on a national securities exchange.

12.5 Unenforceability of Covenants

The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section XII is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a party, ~~Area~~ 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 resulting covenant were separately stated in and made a part of this Section XII.

12.6 Modification of Covenants

~~Area~~ Developer understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant stated in Sections 12.1 and 12.2 or any portion of this Agreement, without ~~Area~~ Developer's consent, effective immediately upon receipt by ~~Area~~ Developer of written notice of this Agreement, and ~~Area~~ Developer agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section XVIII of this Agreement.

12.7 Enforcement of Covenants

~~Area~~ 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 in this Section XII.

12.8 Injunctive Relief

~~Area~~ Developer acknowledges that any failure to comply with the requirements of this Section XII would cause Franchisor irreparable injury for which no adequate remedy at law may be available, and ~~Area~~ Developer hereby accordingly consents to Franchisor's seeking injunctive relief prohibiting any conduct by ~~Area~~ Developer in violation of the terms of this Section XII. Franchisor may further avail itself of any other legal or equitable rights and remedies which it may have under this Agreement or otherwise.

~~**12.9 Additional Covenants**~~

~~At Franchisor's request, Area Developer shall require and obtain the execution of covenants similar to those described in this Section XII (including covenants applicable upon the termination of a person's relationship with Area Developer) from any or all of the following persons:~~

~~12.9.1 All Restaurant managers of Area Developer who have received training from Franchisor;~~

~~12.9.2 All officers, directors and holders of a beneficial interest of five percent (5%) or more of the ownership interest of Area Developer and of any entity directly or indirectly controlling Area Developer, if Area Developer is a corporation or limited liability company; and~~

~~12.9.3 The general partners and any limited partners (including any corporation, and the officers, directors and holders of a beneficial interest of five percent (5%) or more of the ownership interest of any corporation which controls, directly or indirectly, any general or limited partner), if Area Developer is a partnership.~~

~~Each covenant required by this Section 12.9 shall be in a form satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third-party beneficiary of such~~

~~covenants with the independent right to enforce them. Failure by Area Developer to obtain execution of a covenant required by this Section 12.9 shall constitute a default under Section IX of this Agreement.~~

~~12.10~~12.9 Inspection

During the term of this Agreement, an officer or agent of Franchisor shall have the right to inspect any Restaurant in which ~~Area~~ Developer has an interest at reasonable times and during normal business hours to the extent reasonably necessary to determine whether the conditions of this Section XII are being satisfied. If, by reason of such inspections or otherwise, Franchisor has reason to believe that ~~Area~~ Developer is not in full compliance with the terms of this Section, Franchisor shall give notice of such default to ~~Area~~ Developer, specifying the nature of such default. If ~~Area~~ Developer denies that it is in default hereunder, as specified by Franchisor, it shall have the burden of establishing that such default does not exist and shall give notice to Franchisor of its position within ten (10) days of receipt of the notice from Franchisor. Unless ~~Area~~ Developer so denies such default, it shall immediately take all steps to cure said default in a manner satisfactory to Franchisor.

SECTION XIII NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by certified or registered mail, return receipt requested, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor: THE SIMPLE GREEK, LLC
794 Penllyn Blue Bell Pike, Suite 219 Blue Bell, Pennsylvania 19422
Attn: President

Notices to ~~Area~~ Developer: ____________________________
____
____

Any notice by certified or registered mail shall be deemed to have been given at the date and time of mailing.

SECTION XIV
INDEPENDENT CONTRACTOR AND INDEMNIFICATION

14.1 No Relationship

This Agreement does not establish ~~Area~~ Developer as an agent, legal representative, joint venturer, partner, joint employer, employee or servant of Franchisor for any purpose whatsoever, and Franchisor shall not be construed to be jointly liable for any of ~~Area~~ Developer's acts or omissions under any circumstances. It is understood and agreed that Franchisee is an independent contractor and is in no way authorized to make any contract, agreement, warranty, or representation on behalf of Franchisor. The parties further agree that this Agreement does not create any fiduciary relationship between them. During the term of this Agreement, ~~Area~~ Developer agrees to take such action as Franchisor deems reasonably necessary for ~~Area~~ Developer to inform and hold itself out to the public, its employees and suppliers as an independent contractor pursuant to an ~~Area~~Multi-Unit Development Agreement.

14.2 Independent Contractor

~~Area~~ Developer shall hold itself out to the public to be an independent contractor operating pursuant to this Agreement. ~~Area~~ Developer agrees to take such actions as shall be necessary to that end.

14.3 No Right to Bind Franchisor

~~Area~~ Developer understands and agrees that nothing in this Agreement authorizes ~~Area~~ 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 assumes no liability for, nor shall be deemed liable by reason of, any act or omission of ~~Area~~ Developer or any claim or judgment arising therefrom. ~~Area~~ Developer shall indemnify and hold Franchisor and its officers, directors, and employees harmless against any and all such claims arising directly or indirectly from, as a result of, or in connection with ~~Area~~ Developer's activities hereunder, as well as the cost, including reasonable attorneys' fees, of defending against them, except that the foregoing shall not apply to infringement actions regarding the Marks which are caused solely by actions of Franchisor or actions caused by the negligent acts of Franchisor or its agents.

SECTION XV APPROVALS

15.1 Whenever this Agreement requires the prior approval or consent of Franchisor, ~~Area~~ Developer shall make a timely written request to Franchisor therefor, and, except as otherwise provided herein, any approval or consent granted shall be in writing.

15.2 Franchisor makes no warranties or guarantees upon which ~~Area~~ Developer may rely, and assumes no liability or obligation to ~~Area~~ Developer or any third party to which it would not otherwise be subject, by providing any waiver, approval, advise, consent or services to ~~Area~~ Developer in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

SECTION XVI NON-WAIVER

No failure of Franchisor to exercise any power reserved to it under this Agreement or to insist upon compliance by ~~Area~~ Developer with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver of Franchisor's rights to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default shall not affect or impair Franchisor's right with respect to any subsequent default of the same or of a different nature; nor shall any delay, forbearance or omission of Franchisor to exercise any power or right arising out of any default by ~~Area~~ Developer in its performance of any of the terms, provisions or covenants of this Agreement affect or impair Franchisor's rights, nor shall such constitute a waiver by Franchisor of any rights hereunder or rights to declare any subsequent breach or default.

SECTION XVII SEVERABILITY AND CONSTRUCTION

17.1 Each covenant and provision of this Agreement shall be construed as independent of all other covenants and provisions of this Agreement. The provisions of this Agreement shall be deemed severable.

17.2 If all or any portion of a covenant or provision of this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a decision to which Franchisor is a party, ~~Area~~ Developer expressly agrees to be bound by any lesser covenant or provision imposing the maximum duty permitted by law which is subsumed within the terms of such covenant or provision, as if that lesser covenant or provision were separately stated in and made a part of this Agreement.

17.3 Nothing in this Agreement shall confer upon any person or legal entity other than Franchisor or ~~Area~~ Developer, and such of their respective successors and assigns as may be contemplated by Section XI of this Agreement, any rights or remedies under or by reason of this Agreement.

17.4 All captions in this Agreement are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

17.5 All references herein to gender and number shall be construed to include such other gender and number as the context may require, and all acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by ~~Area~~ Developer shall be deemed jointly and severally undertaken by all those executing this Agreement on behalf of ~~Area~~ Developer.

17.6 No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy provided or permitted by law or in equity.

17.7 This Agreement is not effective until signed by all parties intending to be bound.

SECTION XVIII
ENTIRE AGREEMENT – APPLICABLE LAW

This Agreement, the documents referred to herein and the Exhibits and addenda attached hereto constitute the entire, full and complete agreement between Franchisor and ~~Area~~ Developer concerning the subject matter of this Agreement and supersede any and all prior agreements. Nothing in this or any related agreement, however, is intended to disclaim the representations made by Franchisor in the Franchise Disclosure Document that was furnished to ~~Area~~ Developer by Franchisor. No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. This Agreement shall be interpreted and construed under the laws of the Commonwealth of Pennsylvania, and the parties hereto irrevocably consent to submit to the jurisdiction of state courts located within Philadelphia County, Pennsylvania or the applicable United States District Court for the Eastern District of Pennsylvania.

SECTION XIX ARBITRATION

19.1 Generally.

Except for controversies, disputes or claims related to or based on Franchisee’s use of the Marks or Confidential Information, Franchisee’s compliance with its non-competition obligations and any rights Franchisor may have to possession of the premises of the TSG Restaurant under any sublease, lease or collateral assignments, all controversies, disputes or claims between Franchisor, its affiliates, and their respective owners, officers, directors, agents, employees and attorneys, and Franchisee (its affiliates and owners and guarantors, if applicable), arising out of or related to this Agreement or any other agreement between the parties; the parties’ rights and obligations under this Agreement; Franchisor’s relationship with Franchisee or the obligations by and between the parties; or the validity of this Agreement or any other agreement between Franchisor and Franchisee or any provision of such agreements, will be submitted to binding Arbitration administered by the American Arbitration Association ("AAA") in accordance with the AAA's then-current Commercial Arbitration Rules. The arbitration hearing shall take place in Philadelphia, Pennsylvania, before a single arbitrator. Any party who fails or refuses to submit any dispute to binding arbitration following a lawful demand by the opposing party shall bear all costs and expenses incurred by the opposing party in compelling arbitration. The parties shall have thirty days after the service of a Statement of Claim and demand for arbitration to agree on a single arbitrator. If the parties cannot agree on a single arbitrator, the matter will be filed with and administered by the AAA, or if AAA is not available, any comparable arbitration body.

19.2 Scope of Arbitration.

The arbitrator shall have the right to award or include in the award any relief which he or she deems proper in the circumstances including but not limited to money damages (with interest on unpaid amounts from the date due), specific performance and attorneys' fees and costs, in accordance with this Agreement. THE FOREGOING TO THE CONTRARY NOTWITHSTANDING, THE ARBITRATOR MUST NOT AWARD CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. THE PARTIES (AND THEIR OWNERS AND GUARANTORS, IF APPLICABLE) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES AGAINST THE OTHER AND AGREE THAT IN A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY

ACTUAL DAMAGES SUSTAINED BY IT. The award and decision of the arbitrator shall be conclusive and binding upon all parties to this Agreement and judgment upon the award may be entered in any court of competent jurisdiction. Franchisor and Franchisee agree that, in connection with any arbitration proceeding, each shall file any compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within 30 days after the date of the filing of the claim to which it relates.

19.3 Limitations on Proceedings.

Franchisor and Franchisee agree that arbitration will be conducted on an individual basis only, and not on a joint, collective or class-wide basis, and that an arbitration proceeding between Franchisor and its Affiliates, and Franchisee and its shareholders, officers, directors, members, managers, employees and agents, may not be consolidated or joined with any other arbitration proceeding between Franchisor and any other person or entity. Neither party shall commence any arbitration with a third party against the other, or join with any third party in any arbitration involving Franchisor and Franchisee. Further, neither Franchisor nor Franchisee shall attempt to consolidate or otherwise combine in any manner, an arbitration proceeding involving Franchisor and Franchisee with another arbitration of any kind, nor shall Franchisor or Franchisee attempt to certify a class or participate as a party in a class action against the other. The foregoing notwithstanding, in the event Franchisee controls, is controlled by, or is in active concert with another franchisee of Franchisor, or there is a guarantor of some or all of Franchisee's obligations to Franchisor, then the joinder of those parties to any arbitration between Franchisor and Franchisee shall be permitted, and in all events, the joinder of an owner, director, officer, member, manager, partner or other representative or agent of Franchisor or Franchisee shall be permitted.

19.4 Governing Law/Consent to Venue and Jurisdiction.

All arbitration proceedings between Franchisor and Franchisee shall be governed by the Federal Arbitration Act ("FAA") and no procedural arbitration issues are to be resolved pursuant to any state statutes, regulations or common law. Except to the extent governed by the FAA, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051, *et seq*.) or other federal law, this Agreement shall be interpreted and governed under the laws of the ~~State~~Commonwealth of Pennsylvania and any dispute between the parties shall be governed by and determined in accordance with the substantive laws of the ~~State~~Commonwealth of Pennsylvania, which laws shall prevail if there is any conflict of law. Notwithstanding the foregoing, the parties agree that the Pennsylvania Unfair Trade Practices and Consumer Protection Law shall not apply to this Agreement or any disputes between the parties. Franchisee and Franchisor have negotiated regarding a forum in which to resolve any disputes which may arise between them and have agreed to select a forum in order to promote stability in their relationship. Therefore, if a claim is asserted in any legal proceeding involving Franchisee and/or any affiliate of Franchisee and Franchisor, its Affiliates and their respective officers, directors and sales employees, the parties agree that the exclusive venue for disputes between them shall be in the state and federal courts of Pennsylvania or in arbitration in Philadelphia, Pennsylvania pursuant to this Article XIX, and each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of Pennsylvania or to arbitration in Philadelphia pursuant to this Article XIX. Franchisor, Franchisor's Affiliates, Franchisee and Franchisee's Affiliates each waive their rights to a trial by jury.

19.5 Cumulative Remedies.

No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy herein, or by law or equity provided or permitted; but each shall be cumulative of any other right or remedy provided in this Agreement.

19.6 Injunctive Relief.

Notwithstanding the above arbitration provisions, Franchisor and ~~Franchisee~~Developer will each have the right in a proper case to seek injunctive relief and any damages incidental thereto from a court of competent jurisdiction. ~~Franchisee~~Developer agrees that Franchisor may obtain this injunctive relief, without posting a bond or bonds in excess of a total of $1,000.00, but upon due notice, and ~~Franchisee's~~Developer's sole remedy in the event of the entry of any injunctive relief will be the dissolution of the injunctive relief, if warranted, upon hearing duly had; however, all claims for damages by reason of the wrongful issuance of any such injunction are expressly waived by ~~Franchisee~~Developer. Any such action will be brought as provided in this Article and the prevailing party shall be entitled to its costs and attorneys' fees.

19.7 Limitations on Actions.

Except for payments owed by one party to the other, and unless prohibited by applicable law, any and all claims and actions arising out of or relating to this Agreement (including, but not limited to, the offer and sale of this ~~franchise~~development opportunity), the relationship of ~~Franchisee~~Developer and Franchisor, or ~~Franchisee's operation~~Developer's performance of ~~the Franchised Business~~Developer's obligations hereunder, brought by ~~Franchisee~~Developer must be commenced within one year from the occurrence of the events giving rise to such claims or action, or such claim or action shall be barred.

19.8 DAMAGES WAIVER.

FRANCHISOR AND ~~FRANCHISEE~~DEVELOPER HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES AGAINST THE OTHER, AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

SECTION XX ~~_______~~TIMELY PERFORMANCE

~~Area~~ Developer hereby acknowledges that its timely development of the Restaurants in the Development Area in accordance with the Minimum Performance Schedule is of material importance to Franchisor and ~~Area~~ Developer. ~~Area~~ Developer agrees, as a condition of the continuance of the rights granted hereunder, to develop and open Restaurants within the Development Area in accordance with the Minimum Performance Schedule, to operate such Restaurants pursuant to the terms of the Franchise Agreements and to maintain all such Restaurants in operation continuously. A failure or delay in performance by any party to this Agreement shall not be a default hereunder if such failure or delay arises out of or results from a force majeure, which for purposes of this Agreement shall be defined as fire, flood, earthquake or other natural disasters, or acts of a public enemy, war, rebellion or sabotage.

SECTION XXI ______ACKNOWLEDGMENTS

21.1 ~~AREA~~ DEVELOPER ACKNOWLEDGES THAT THE SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT INVOLVES SUBSTANTIAL BUSINESS RISKS AND WILL BE COMPLETELY DEPENDENT UPON THE ABILITY OF ~~AREA~~ DEVELOPER AS AN INDEPENDENT BUSINESSPERSON. FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF, AND ~~AREA~~ DEVELOPER ACKNOWLEDGES NOT HAVING RECEIVED, ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.

21.2 ~~AREA~~ DEVELOPER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THIS AGREEMENT, THE EXHIBITS ATTACHED HERETO AND AGREEMENTS RELATING HERETO, IF ANY, AND THE FRANCHISE DISCLOSURE DOCUMENT DELIVERED SIMULTANEOUSLY HEREWITH; AND FRANCHISOR HAS ACCORDED ~~AREA~~ DEVELOPER AMPLE TIME AND OPPORTUNITY TO CONSULT WITH ADVISORS OF ~~AREA~~ DEVELOPER'S OWN CHOOSING ABOUT THE POTENTIAL RISKS OF ENTERING INTO THIS AGREEMENT.

21.3 ~~AREA~~ DEVELOPER ACKNOWLEDGES THAT IT RECEIVED THE DISCLOSURE DOCUMENT REQUIRED BY THE TRADE REGULATION RULE OF THE FEDERAL TRADE COMMISSION ENTITLED "DISCLOSURE REQUIREMENTS AND PROHIBITIONS CONCERNING FRANCHISING AND BUSINESS OPPORTUNITY VENTURES" AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED.

21.4 ~~AREA~~ DEVELOPER ~~AND EACH OF ITS PRINCIPALS, IF A CORPORATE ENTITY,~~ EXPRESSLY ~~ACKNOWLEDGE~~ACKNOWLEDGES THAT ~~NEITHER IT NOR THEY HAVE~~DEVELOPER HAS NOT RELIED UPON ANY EARNINGS CLAIMS, SUCH AS ORAL OR WRITTEN STATEMENTS OR SUGGESTIONS, MADE BY ANY REPRESENTATIVE OF OR ANY OTHER PERSON PURPORTING TO BE ACTING ON BEHALF OF FRANCHISOR REGARDING THE POTENTIAL FUTURE SALES, REVENUES OR PROFITS WHICH MAY BE DERIVED FROM OPERATION OF THE SIMPLE GREEK RESTAURANTS OR DEVELOPMENT OF THE DEVELOPMENT AREA.

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

FRANCHISOR:

THE SIMPLE GREEK, LLC

By:______________________________________

Brian Carlisle , President
(Print Name:, Title:)

~~AREA~~
DEVELOPER:

~~By:~~

(Print Name: ~~Title:~~)

~~THE SIMPLE GREEK, LLC~~
~~AREA DEVELOPMENT AGREEMENT~~

~~ATTACHMENT "A"~~

~~CERTIFICATION BY AREA~~ DEVELOPER:

~~The undersigned, personally and as an officer or partner of Area Developer, as applicable, does hereby certify that the undersigned has conducted an independent investigation of the business contemplated by this Area Development Agreement and The Simple Greek, LLC Franchise Agreement, and that the decision to execute the Area Development Agreement was based entirely upon the independent investigation by the undersigned; and the undersigned further certifies that he or she has not relied upon, in any way, any claims regarding potential sales, income, or earnings to be derived from the business contemplated by the Franchise Agreement and Area Development Agreement, and has not relied upon any claims regarding past or current sales, income or earnings of Franchisor-operated "The Simple Greek" Restaurants. The undersigned further certifies that he or she understands the risks involved in this investment and The Simple Greek, LLC makes no representation or guaranty, explicit or implied, that the Area Developer will be successful or will recoup his or her investment.~~

(Print

~~IN WITNESS WHEREOF, the undersigned has signed, sealed and delivered this Certificate this _____ day of_________, 20 .~~

~~THE SIMPLE GREEK, LLC~~
~~AREA DEVELOPMENT AGREEMENT~~

~~ATTACHMENT "B"~~
~~GUARANTY~~

~~(TO BE EXECUTED BY ALL EQUITY OWNERS IF AREA DEVELOPER IS A CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP)~~

~~GUARANTY AND ASSUMPTION OF AREA DEVELOPER'S OBLIGATIONS~~

~~In consideration of, and as an inducement to, the execution of the Area Development Agreement ("**Area Development Agreement**") by The Simple Greek, LLC, a Delaware limited liability company ("**Franchisor**"), each of the undersigned hereby jointly and severally, personally and unconditionally:~~

~~1. Guarantees to Franchisor and its successors and assigns, for the term of the Area Development Agreement, including renewals or extensions thereof, that the below named Area Developer ("**Area Developer**") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Area Development Agreement;~~

~~2. Agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Area Development Agreement and all obligations related thereto, including the terms of the articles and sections pertaining to non-competition, confidentiality and the Marks and copyrighted works of Franchisor;~~

~~3. Waives the following:~~

~~a. Acceptance and notice of acceptance by Franchisor of the foregoing undertaking;~~

~~b. Notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;~~

~~c. Protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;~~

~~d. Any right he or she may have to require that any action be brought against Area Developer or any other person as a condition of liability; and~~

~~e. Any and all other notices and legal or equitable defenses to which he or she may be entitled;~~

~~4. Consents and agrees that:~~

~~a. His or her direct and immediate liability under this guaranty shall be joint and several;~~

~~b. He or she shall render any payment or performance required under the Area Development Agreement upon demand if Area Developer fails or refuses punctually to do so;~~

~~c. Such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Area Developer or any other person; and~~

~~d. Such liability shall not be diminished, relieved or otherwise affected by any waiver or partial relief granted to Area Developer or to any other person, including without limitation the acceptance of any partial payment or performance;~~

~~5. Agrees that he or she shall be bound by the restrictive covenants, confidentiality provisions, audit provisions, and indemnification provisions contained in the Area Development Agreement; and~~

~~6. Agrees that the arbitration, injunctive relief, governing law and jurisdiction provisions contained in the Area Development Agreement shall govern this guaranty and such provisions are incorporated into this guaranty by reference.~~

~~**IN WITNESS WHEREOF,** each of the undersigned has affixed his or her signature effective on the same day and year as the Area Development Agreement was executed.~~

Name~~ of Area Developer: ______~~)

~~**GUARANTOR(S)**~~

~~Date:~~ ______________________ ______________________________

~~(Print Name)~~

~~Signature~~

~~Address~~

~~Telephone Number~~

~~Date:~~ ______________________ ______________________________

~~(Print Name)~~

~~Signature~~

~~Address~~

~~**THE SIMPLE GREEK, LLC**~~

~~**AREA DEVELOPMENT AGREEMENT**~~

EXHIBIT "A"

Minimum Performance Schedule

The Agreement authorizes and obliges ~~Area~~ Developer to establish and operate ________ "The Simple Greek" Restaurants pursuant to a Franchise Agreement for each Restaurant. The following is ~~Area~~ Developer's Minimum Performance Schedule:

Restaurant Number	Open and Operating On or Before
1	
2	
3	
4	
5	
6	
7	

APPROVED:
~~AREA~~
DEVELOPER

THE SIMPLE GREEK, LLC

____

By:______________________________ Name:____ Title:_
____

~~**THE SIMPLE GREEK, LLC**~~

~~**AREA DEVELOPMENT AGREEMENT**~~

EXHIBIT "B"

Development Area

The following describes the Development Area within which ~~Area~~ Developer may locate "The Simple Greek" Restaurants under this Agreement:

[Describe Development Area]

APPROVED:

~~AREA~~ DEVELOPER

THE SIMPLE GREEK, LLC

____

By:______________________________ Name:____ Title:_

____

~~**THE SIMPLE GREEK, LLC**~~

~~**AREA DEVELOPMENT AGREEMENT**~~

EXHIBIT "C"

EXISTING RESTAURANTS IN DEVELOPMENT AREA

APPROVED:

~~AREA~~ DEVELOPER

____

THE SIMPLE GREEK, LLC

By:______________________________ Name:____ Title:_
____

~~TSG FDD~~

Exhibit C

~~Exhibit C~~

~~2018~~

~~Exhibit D~~

~~CONTRACTS~~

~~**The Simple Greek, LLC**~~

~~EXHIBIT D~~
~~CONTRACTS FOR USE WITH THE SIMPLE GREEK RESTAURANT~~

~~Exhibit D~~

~~EXHIBIT D-1~~

~~SAMPLE THE SIMPLE GREEK GENERAL RELEASE AGREEMENT~~
~~WAIVER AND RELEASE OF CLAIMS~~

~~This Waiver and Release of Claims (the "Release") is made as of_______________, 20___by __________________________, a(n)____________________("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of The Simple Greek, LLC, a Delaware limited liability company ("Franchisor," and together with Releasor, the "Parties").~~

~~**WHEREAS,** Franchisor and Franchisee have entered into a Franchise Agreement (the "Agreement") pursuant to which Franchisee was granted the right to own and operate a The Simple Greek business;~~

~~WHEREAS, Franchisee has notified Franchisor of its desire to {**transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee/enter into a successor franchise agreement/amend the Agreement/indicate other reason for the requirement of this waiver and release**} and Franchisor has consented to such; and~~

~~**WHEREAS,** as a condition to Franchisor's consent, Releasor has agreed to execute this Release upon the terms and conditions stated below.~~

~~NOW**, THEREFORE,** in consideration of Franchisor's consent, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:~~

~~1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.~~

~~2. Release. Releasor, individually and on behalf of its shareholders, officers, directors, members, managers, employees, agents, owned, controlled and affiliated companies, subsidiaries, affiliates, parents, divisions, successors and assigns and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit and forever discharge Franchisor, any and all of Franchisor's affiliates, parents, subsidiaries or related companies, divisions and partnerships, and its and their past and present shareholders, officers, directors, members, managers, agents, partners, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the "Released Parties"), from any and all claims, liabilities, damages, expenses, actions or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement or any~~

~~other agreement between Franchisee and Franchisor, and the offer and sale of the franchise related thereto. Without limiting the generality of the foregoing, but by way of example only, this release shall apply to any and all state or federal antitrust claims or causes of action; franchise law claims; state or federal securities law claims or causes of action; state or federal RICO claims or causes of action; breach of contract claims or causes of action; claims or causes of action based on misrepresentation or fraud; breach of fiduciary duty; unfair trade practices (state or federal); and all other claims and causes of action whatsoever.~~

~~3. California Civil Code Section 1542. Releasor hereby expressly waives all rights it may have or may claim to have under Section 1542 of the Civil Code of the State of California, or any similar law of any state or territory of the United States of America. Section 1542 provides as follows:~~

> ~~"1542 General Release; Extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor."~~

~~4. Non-Disparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business or their reputation.~~

~~5. Miscellaneous.~~

~~(a) Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.~~

~~(b) This Release shall be construed and governed by the laws of the Commonwealth of Pennsylvania.~~

~~(c) Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.~~

~~(d) In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.~~

~~(e) All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective shareholders, directors, officers, members, managers, partners, attorneys, agents, employees and the spouses of such individuals, successors, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.~~

~~(f) This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.~~

~~(g) The Parties agree that the arbitration, injunctive relief, governing law, and jurisdiction provisions contained in the Franchise Agreement shall govern this Release and such provisions are incorporated into this Release by reference.~~

~~(h) If one or more of the provisions of this Release shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.~~

~~(i) The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence or confirm the Release contained herein in the matter contemplated hereby.~~

~~(Signature Page Follows)~~

~~**IN WITNESS WHEREOF,** Releasor has executed this Release as of the date first written above.~~

~~**FRANCHISOR:**~~

~~THE SIMPLE GREEK, LLC~~

~~By:~~ ______________________________________
~~Name:~~ ______________________________________
~~Title:~~ ______________________________________

~~**FRANCHISEE:**~~

______________________________________~~, a~~
____

~~By:~~ ______________________________________
~~Name:~~ ______________________________________
~~Title:~~ ______________________________________

~~**FRANCHISEE'S OWNERS:**~~

____

____

~~Typed or Printed Name~~

~~EXHIBIT D-2~~

EXHIBIT D

~~THE SIMPLE GREEK NONDISCLOSURE, NON-SOLICITATION AND NONCOMPETITION AGREEMENT~~

~~This Nondisclosure, Non-Solicitation and Noncompetition Agreement (this "Agreement") is entered into by the undersigned ("you") in favor of The Simple Greek, LLC, a Delaware limited liability company, and its successors and assigns ("Franchisor"), upon the terms and conditions in this Agreement.~~

~~In consideration of your being a ________________________ of _______ ("Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, you hereby acknowledge and agree that:~~

~~**1. The Franchised Business.** Pursuant to a Franchise Agreement dated________________, 20 (the "Franchise Agreement"), Franchisee has acquired the right and franchise from Franchisor to establish and operate a The Simple Greek Restaurant (the "Franchised Business") and the right to use in the operation of the Franchised Business, Franchisor's trade names, service marks, trademarks, logos, emblems, and indicia of origin (the "Marks"), as they may be changed, improved and further developed from time to time in the Company's sole discretion, only at the following authorized and approved location:____(the "Restaurant Location").~~

~~**2.**~~**1.** ~~**The System.** Franchisor, as the result of the expenditure of time, skill, effort and resources has developed and owns a unique system (the "System") relating to the establishment and operation of The Simple Greek Restaurants, which serve the authentic flavors and spices of Greece and the Mediterranean seaboard to the general public in an open kitchen utilizing a build-your-own assembly line style setup, with a menu featuring a variety of dishes such as build-your-own bowls, salads and pitas with a variety of proteins, topping and side dishes, and Greek yogurt with a variety of toppings, soft drinks, beer and other products in a casual restaurant environment. Franchisor possesses certain proprietary and confidential information relating to the operation of the System, which includes information relating to Franchisor or the System that is not generally available to the public, including the Manual, recipes, products, other trade secrets, drawings, materials, recipes, prepared mixtures or other food products and all other information and know-how relating to the methods of developing, operating and marketing the Franchised Business and the System. Confidential Information does not include information you can demonstrate came to your attention through legal methods other than by disclosure by Franchisor, or which, at the time of disclosure thereof by Franchisor to you, had become a part of the public domain, through publication or communication by others; or which, after disclosure to you by Franchisor, becomes a part of the public domain, through publication or communication by others (the "Confidential Information"). Any and all information, knowledge, know-how, and techniques which Franchisor specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.~~

~~**3. Confidential Information; Manual.** As_________of Franchisee, Franchisor and Franchisee will disclose the Confidential Information to you in furnishing to you training programs, Franchisor's Confidential Operating Standards Manual (together with any other manuals and written materials created or approved for use in the operation of the Franchised Business, and all amendments and updates thereto, collectively the "Manual"), and other general assistance during the term of the Franchise Agreement.~~

~~**4. No Interest in Confidential Information.** You will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term of the Franchise Agreement, and you agree that the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.~~

~~**5. Nondisclosure.** The Confidential Information is proprietary, involves trade secrets of Franchisor, and is disclosed to you solely on the condition that you agree, and you do hereby agree, that you shall hold in strict confidence all Confidential Information and all other information designated by Franchisor as confidential. Unless Franchisor otherwise agrees in writing, you will disclose and/or use the Confidential Information only in connection with you duties as__________________ of Franchisee, and will continue not to disclose any such information even after you cease to be in that position and will not use any such information even after you cease to be in that position, unless you can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.~~

~~**6. Non-Solicitation.** Except as otherwise approved in writing by Franchisor, you shall not, during your employment with Franchisee and for a continuous uninterrupted period commencing upon the cessation or termination of your position with Franchisee, regardless of the cause for termination, or upon the expiration, termination, transfer, or assignment of the Franchise Agreement, whichever occurs first, and continuing for one (1) year thereafter, (a) divert or attempt to divert any business or customer of the Franchised Business to a Competitive Business (as defined below) by direct or indirect inducements or otherwise, or to do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; (b) employ or seek to employ any person who is, at that time, employed by Franchisor or by any other The Simple Greek franchisee, or otherwise, directly or indirectly, induce such person to leave his or her employment with Franchisor or any other The Simple Greek franchisee (in any instance, a "Prohibited Solicitation").~~

~~**7. Noncompetition.** Except as otherwise approved in writing by Franchisor, you shall not, while in your position with Franchisee, either directly or indirectly for yourself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, grant a franchise to, advise, help, make loans to, lease property to, or have any interest in, directly or indirectly any limited service or quick service retail food establishment that derives more than thirty percent (30%) of its gross sales from the sale of either (a) Greek, Mediterranean or Middle Eastern or Greek-, Mediterranean- or Middle Eastern-style food, (b) or bowls, salads, wraps or pitas topped or filled with protein and/or vegetables (a "Competitive Business"); and for a continuous uninterrupted period commencing upon the cessation or termination of your position with Franchisee, regardless of the cause for termination, or upon the expiration, termination, transfer, or assignment of the Franchise Agreement, whichever occurs first, and continuing for two (2) years thereafter, own, maintain, operate, engage in, grant a franchise to, advise, help, make loans to, lease property to, or have any interest in, directly or indirectly, a Competitive Business that is located within a radius of 10 miles of (i) the Franchised Business location or (ii) the location of any other The Simple Greek Restaurant, whether owned by Franchisor or any other The Simple Greek franchisee, in existence as of the date of the cessation or termination of your position with Franchisee. The prohibitions in this Paragraph 7 do not apply to your interests in or activities performed in connection with a Franchised Business. This restriction does not apply to your ownership of less than five percent (5%) beneficial interest in the outstanding securities of any publicly held corporation.~~

~~**8.** **Immediate Family Members**. You acknowledge that you could circumvent the purpose of this Agreement by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge it would be difficult for us to prove whether you disclosed the Confidential Information to family members. Therefore, you agree you will be presumed to have violated the terms of this Agreement if any member of your immediate family (i) engages in any Competitive Business or Prohibited Solicitation during any period of time during which you are prohibited from engaging in any Competitive Business or Prohibited Solicitation or (ii) uses or discloses the Confidential Information. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Confidential Information to the family member.~~

~~9.~~1. ~~Miscellaneous.~~

~~(a) *Severability.* You agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.~~

~~(b) *Reduction in Scope.* You understand and acknowledge that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without your consent, effective immediately upon receipt by you of written notice thereof; and you agree to comply forthwith with any covenant as so modified.~~

~~(c) *Injunctive Relief.* Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with Franchisee. You are aware that your violation of this Agreement will cause Franchisor and Franchisee irreparable harm; therefore, you acknowledge and agree that Franchisee and/or Franchisor may apply for the issuance of an injunction preventing you from violating this Agreement, and agree to pay Franchisee and Franchisor all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against you. Due to the importance of this Agreement to Franchisee and Franchisor, any claim you have against Franchisee or Franchisor is a separate matter and does not entitle you to violate, or justify any violation of this Agreement.~~

~~(d)~~(a) ~~*Governing Law; No Oral Modification.* This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania. The only way this Agreement can be changed is in writing signed by both Franchisee and you.~~

~~**(e)** *Covenants Reasonable.* You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with this Agreement. **YOU WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**~~

~~EXECUTED on the date stated below.~~

~~Date~~______________________________ ____

~~Signature~~

~~Typed or Printed Name~~

~~EXHIBIT D-3~~

~~SAMPLE THE SIMPLE GREEK CONFIDENTIALITY AGREEMENT~~

~~This Confidentiality Agreement (this "Agreement") is entered into by the undersigned ("you") in favor of The Simple Greek, LLC, a Delaware limited liability company, and its successors and assigns ("Franchisor"), upon the terms and conditions in this Agreement.~~

~~**1. The System; Confidential Information.** Franchisor, as the result of the expenditure of time, skill, effort and resources has developed and owns a unique system (the "System") relating to the establishment and operation of The Simple Greek restaurants, which serve the authentic flavors and spices of Greece and the Mediterranean seaboard to the general public in an open kitchen utilizing a build-your-own assembly line style setup, with a menu featuring a variety of dishes such as build-your- own bowls, salads and pitas with a variety of proteins, topping and side dishes, and Greek yogurt with a variety of toppings, soft drinks, beer and other products in a casual restaurant environment. Franchisor possesses certain proprietary and confidential information relating to the operation of the System, which includes information relating to Franchisor or the System that is not generally available to the public, including the Manual, recipes, products, other trade secrets, drawings, materials, recipes, prepared mixtures or other food products and all other information and know-how relating to the methods of developing, operating and marketing the Franchised Business and the System. Confidential Information does not include information you can demonstrate came to your attention through legal methods other than by disclosure by Franchisor, or which, at the time of disclosure thereof by Franchisor to you, had become a part of the public domain, through publication or communication by others; or which, after disclosure to you by Franchisor, becomes a part of the public domain, through publication or communication by others (the "Confidential Information"). Any and all information, knowledge, know- how, and techniques which Franchisor specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.~~

~~**2. Background.** You are an employee, independent contractor or supplier of Franchisee. Because of this association, you may gain knowledge of Franchisor's System and Confidential Information. You understand that protecting the Confidential Information is vital to Franchisor's success and that of Franchisor's franchisees and that you could seriously jeopardize Franchisor's entire franchise System if you were to unfairly compete with Franchisor. To avoid such damage, you agree to comply with this Agreement.~~

~~**3. Confidentiality.** You agree: (i) you will not communicate, divulge, or use for the benefit of any other person, persons or entity, any part of the Confidential Information; (ii) you will maintain the confidentiality of the Confidential Information at all times; (iii) you will not make unauthorized copies of documents containing any Confidential Information; (iv) you will take such reasonable steps as Franchisor may ask of you from time to time to prevent unauthorized use or disclosure of the Confidential Information; and (v) you will stop using the Confidential Information immediately if you are no longer an officer, director, employee or independent contractor of Franchisee. You further agree you will not use the Confidential Information for any purpose other than performing your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.~~

~~**4. Immediate Family Members.** You acknowledge you could circumvent the purpose of this Agreement by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge it would be difficult for Franchisor to prove~~

~~whether you disclosed the Confidential Information to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Confidential Information. However, you may rebut this presumption by furnishing evidence conclusively showing you did not disclose the Confidential Information to the family member.~~

~~**5. Breach.** You agree that your failure to comply with this Agreement will cause substantial and irreparable damage to Franchisor and/or other The Simple Greek Businesses for which there is no adequate remedy at law. Therefore, you agree that any violation of this Agreement will entitle Franchisor to injunctive relief. You agree Franchisor may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed one thousand dollars ($1,000). None of the remedies available to Franchisor under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense or cause of action you may have against Franchisor or against Franchisee, regardless of cause or origin, cannot be used as a defense against Franchisor's enforcement of this Agreement.~~

~~**6. Miscellaneous.**~~

~~(a) *Severability.* You agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.~~

~~(b) *Reduction in Scope.* You understand and acknowledge that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without your consent, effective immediately upon receipt by you of written notice thereof; and you agree to comply forthwith with any covenant as so modified.~~

~~(c) *Injunctive Relief.* Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with Franchisee. You are aware that your violation of this Agreement will cause Franchisor and Franchisee irreparable harm; therefore, you acknowledge and agree that Franchisee and/or Franchisor may apply for the issuance of an injunction preventing you from violating this Agreement, and you agree to pay Franchisee and Franchisor all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against you. Due to the importance of this Agreement to Franchisee and Franchisor, any claim you have against Franchisee or Franchisor is a separate matter and does not entitle you to violate, or justify any violation of this Agreement.~~

~~(d) *Governing Law; No Oral Modification.* This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania. The only way this Agreement can be changed is in writing signed by both Franchisee and you.~~

~~**(e)** *Covenants Reasonable*. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with this Agreement.~~ ~~**YOU WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**~~

~~EXECUTED on the date stated below.~~

~~Date~~ ______________________________ ____

~~Signature~~

____

~~Typed or Printed Name~~

~~EXHIBIT D-4~~

~~APPROVAL OF REQUESTED ASSIGNMENT~~

~~This Approval of Requested Assignment ("**Agreement**") is entered into this______day of __________, 20_____, between The Simple Greek, LLC, a Delaware limited liability company ("**Franchisor**"), ____________________ ("**Franchisee**") and __________________________ ("**New Franchisee**").~~

~~RECITALS~~

~~WHEREAS, Franchisor and Franchisee entered into that certain franchise agreement dated ________________, 20______, ("**Franchise Agreement**") in which Franchisor granted Franchisee the right to operate a The Simple Greek franchise business located at ____________________________________ ("**Franchised Business**"); and~~

~~WHEREAS, Franchisee desires to assign ("**Requested Assignment**") the Franchised Business to New Franchisee, New Franchisee desires to accept the Requested Assignment of the Franchise Business from Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchise Business from Franchisee to New Franchisee upon the terms and conditions contained in this Agreement.~~

~~NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto hereby covenant, promise and agree as follows:~~

~~1. *Payment of Fees*. In consideration for the Requested Assignment, Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee in the amount of $_______________, as required by the Franchise Agreement, plus $______for reimbursement of the legal fees incurred by Franchisor in approving the Requested Assignment (collectively, the "Franchisor's Assignment Fee").~~

~~2. *Consent to Requested Assignment of Franchised Business*. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Franchisee to New Franchisee upon receipt of the Franchisor's Assignment Fee from Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Franchise Agreement and waives any obligation for Franchisee to enter into a subordination agreement pursuant to the Franchise Agreement.~~

~~3. *Termination of Rights to the Franchised Business*. The parties acknowledge and agree that all of Franchisee's rights to operate the Franchised Business and rights under the Franchise Agreement are hereby relinquished and that from the date of this Agreement only New Franchisee shall have the sole right to operate the Franchised Business. Franchisee and its owners agree to comply with all of the covenants in the Franchise Agreement that expressly or by implication survive the termination, expiration or transfer of the Franchise Agreement.~~

~~4. *New Franchise Agreement*. New Franchisee shall execute Franchisor's current form of Franchise Agreement and attachments for the Franchised Business.~~

~~5. *Franchisee's Contact Information.* Franchisee agrees to keep Franchisor informed of his current address and telephone number at all times during the 3-year period following the execution of this Agreement.~~

~~6. *Acknowledgement by New Franchisee*. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("Transaction") occurred solely between Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Assignment and any required actions regarding New Franchisee's signing of a new franchise agreement for the Franchised Business. New Franchisee agrees that any claims, disputes or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Franchisee and shall not involve Franchisor.~~

~~7. *Representation*. Franchisee warrants and represents that it has not heretofore assigned, conveyed or disposed of any interest in the Franchise Agreement or Franchised Business. Buyer hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the new Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.~~

~~8. *Notices*. Any notices given under this Agreement shall be in writing and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.~~

~~9. *Further Actions*. Franchisee and Buyer each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Franchise Agreement.~~

~~10. *Affiliates*. When used in this Agreement, the term "Affiliates" has the meaning as given in Rule 144 under the Securities Act of 1933.~~

~~11. *Miscellaneous*. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.~~

~~12. *Governing Law*. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania.~~

~~(Signatures on following page)~~

~~**IN WITNESS WHEREOF**, the parties have executed this Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.~~

~~**FRANCHISOR**:~~

~~THE SIMPLE GREEK, LLC~~

____

~~By:~~ _____________________________________

~~Title:~~ ____________________________________

~~**FRANCHISEE:**~~

____

~~By:~~ _____________________________________
~~Title:~~ ____________________________________

~~**NEW FRANCHISEE:**~~

____

~~By:~~ _____________________________________
~~Title:~~ ____________________________________

~~**EXHIBIT D-5**~~

~~**SAMPLE TERMINATION AND GENERAL RELEASE**~~

~~This Termination and General Release (this "**Agreement**") is entered into this______day of ___________, ____(the "**Effective Date**") between The Simple Greek, LLC, a Delaware limited liability company ("**Franchisor**"), ______________________ ("**Franchisee**") and _____________________ (collectively "**Guarantor**"). Franchisor, Franchisee and Guarantor are collectively referred to as the "**Parties**."~~

~~**PREAMBLE**~~

~~**WHEREAS**, Franchisor and Franchisee entered into that certain franchise agreement dated ________________, 20_ ("**Franchise Agreement**"), under which Franchisor granted Franchisee the right to operate a The Simple Greek business located at____________________________, (the "**Business**").~~

~~**WHEREAS**, Guarantor personally guaranteed all of Franchisee's obligations under the Franchise Agreement by executing a personal guarantee (the "**Guarantee**").~~

~~**WHEREAS**, on________________20_, Franchisee's rights under the terms of the Franchise Agreement for the Business were terminated (the "**Termination**").~~

~~**WHEREAS**, Franchisor, Franchisee and Guarantor desire to terminate the Franchise Agreement and the Guarantee on the terms and conditions provided in this Agreement and to fully and finally resolve any and all claims, known or unknown, of Franchisee in any way related to the Franchise Agreement or the franchise relationship created thereby and related to the Business, except as specifically set forth herein.~~

~~**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto hereby covenant, promise and agree as follows:~~

~~**AGREEMENT**~~

~~1. Preamble. The preamble to this Agreement is incorporated herein by this reference.~~

~~2. Termination of Franchise Agreement and Guarantee. Upon the full execution of this Agreement and Franchisee and Guarantor's payment to Franchisor of all royalties and advertising contributions accrued through the Effective Date, which in no event shall be later than_______________, the Franchise Agreement and the Guarantee shall be terminated and, except as provided in Section 4 below, shall be of no further force and effect.~~

~~3. De-Identification and Return of Operations Manual. As of the Effective Date, Franchisee and Guarantor must immediately discontinue the use of all of the Marks and the System (as defined in the Franchise Agreement), including any use of the trade names, trademarks, signs, structures, and forms of advertising indicative of the Marks or the business or services thereof, and must make or cause to be made such changes in signs, buildings, and structures so as to effectively distinguish the same from its former appearance and from any other The Simple Greek restaurant location, must return to Franchisor or destroy any materials bearing the Marks, and must return to Franchisor or destroy and copies of its Confidential Franchise Operations Manual.~~

~~4. Survival of Certain Franchise Agreement Provisions. Notwithstanding the termination of the Franchise Agreement and the Guarantee, Franchisee and Guarantor acknowledge and agree that the~~

~~covenants and obligations contained in the Franchise Agreement and Guarantee that are intended to survive its expiration or termination, including by way of example and not limitation, those contained in Articles X and XII of the Franchise Agreement, and those terms and provisions relating to nondisclosure, confidentiality and post-termination covenants not to compete shall survive the termination of the Franchise Agreement.~~

~~5. Release by Franchisee. For and in consideration of the termination of the Franchise Agreement and the termination of Franchisee's obligations (except those provisions of the Franchise Agreement which are intended to expressly survive its termination) Franchisee, individually and on behalf of his/her/its heirs, executors, administrators, spouse, shareholders, officers, directors, members, managers, employees, agents, owned, controlled and affiliated companies, subsidiaries, affiliates, parents, divisions, successors and assigns and all persons or firms claiming by, through, under, or on behalf of any or all of them (collectively the "**Franchisee Releasing Parties**"), hereby fully and forever unconditionally release and discharge Franchisor and all of Franchisor's past and present shareholders, officers, directors, members, managers, employees, attorneys, agents, owned, controlled and affiliated companies, subsidiaries, affiliates, parents, divisions, predecessors, successors and assigns (collectively the "**Franchisor Released Parties**"), for all purposes, of and from any and all claims, debts, demands, damages, costs, expenses, actions, causes of action, or suits of any kind whatsoever ("**Claims**"), at common law, statutory or otherwise, whether now known or not, whether contingent or matured, including, without limitation, any claim, demand, or cause of action arising out of or in connection with the Franchise Agreement or the relationship of the parties created by the Franchise Agreement, or any other contractual relation between Franchisee and Franchisor or any Franchisor Released Parties, which the Franchisee Releasing Parties may have had or may now have directly or indirectly against any or all of the Franchisor Released Parties based upon or arising out of any event, act, or omission that has occurred prior to the Effective Date. The Franchisee Releasing Parties further covenant and agree never to institute, prosecute or assist others to institute or prosecute, or in any way aid any claim, suit, action at law or in equity, or otherwise assert any claim against any or all of the Franchisor Released Parties for any damages (actual, consequential, punitive or otherwise), injunctive relief, or other loss or injury either to person or property, cost, expense, attorneys' fees, amounts paid on account of recovery or settlement, or any other damage or harm whatsoever, based upon or arising out of any event, act, or omission that has occurred prior to the Effective Date.~~

~~6. Release by Franchisor. For and in consideration of the termination of the Franchise Agreement, Franchisor, individually and on behalf of its past and present shareholders, officers, directors, members, managers, employees, attorneys, agents, owned, controlled and affiliated companies, subsidiaries, affiliates, parents, divisions, predecessors, successors and assigns (collectively the "**Franchisor Releasing Parties**"), hereby fully and forever unconditionally releases and discharges Franchisee, his/her/its heirs, executors, administrators, spouse, shareholders, officers, directors, members, managers, employees, agents, owned, controlled and affiliated companies, subsidiaries, affiliates, parents, divisions, successors and assigns (collectively the "**Franchisee Released Parties**") for all purposes, of and from any and all Claims at common law, statutory or otherwise, whether now known or not, whether contingent or matured, including, without limitation, any claim, demand, or cause of action arising out of or in connection with, as a result of, or in any way arising from or related to the Franchise Agreement or the relationship created thereby, which the Franchisor Releasing Parties may have had or may now have directly or indirectly against any or all of the Franchisee Released Parties based upon or arising out of any event, act, or omission that has occurred prior to the date hereof. Franchisor's release shall not apply to any Claims resulting from fraud, gross negligence or underreporting of Gross Revenue of Franchisee or to Franchisee's obligations to comply with all other provisions of the Franchise Agreement which expressly survive the termination of the Franchise Agreement, which obligations and covenants continue in full force and effect, or to any other rights, obligations, and covenants contained in any other agreement between Franchisor and Franchisee. Except as set forth in the previous sentence, the Franchisor Releasing Parties further covenant and agree never to institute, prosecute or assist others to institute or~~

~~prosecute, or in any way aid any claim, suit, action at law or in equity, or otherwise assert any claim against any or all of the Franchisee Released Parties for any damages (actual, consequential, punitive or otherwise), injunctive relief, or other loss or injury to person or property, cost, expense, attorneys' fees, amounts paid on account of recovery or settlement, or any other damage or harm whatsoever, based upon or arising out of any event, act, or omission that has occurred prior to the Effective Date.~~

~~7. California Civil Code Section 1542. The Parties hereby expressly waive all rights they may have or may claim to have under Section 1542 of the Civil Code of the State of California, or any similar law of any state or territory of the United States of America. Section 1542 provides as follows:~~

> ~~"1542 General Release; Extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor."~~

~~8. Full Release. Except as is set forth in this Agreement, the Parties intend that this Agreement shall be effective as a full and final accord and satisfaction and release as to the Franchisor Released Parties and shall extend to all matters, claims, demands, actions or causes of action of any kind or nature whatsoever which the Franchisee Releasing Parties may have against the Franchisor Released Parties, except that the general release shall not discharge the obligations of the parties under this Agreement. The Parties acknowledge that they may hereafter discover facts in addition to, or different from, those which they now know or believe to be true with respect to the subject matter of this Agreement but that, notwithstanding the foregoing, it is their intention hereby to fully, finally, completely and forever settle and release The Franchisor Released Parties and that the release given herein shall be and remain irrevocably in effect as a full and complete general release notwithstanding the existence of any such additional or different facts.~~

~~9. No Liabilities Assumed. Franchisee and Guarantor acknowledge and understand that all debts incurred in connection with the operation of the Business are not altered by this Agreement. The termination of the Franchise Agreement shall not under any circumstances release or otherwise diminish Franchisee and Guarantor's liability to vendors and other creditors for any monetary and non-monetary obligations in connection with the operation of the Business. Franchisee and Guarantor, individually and on behalf of their spouses, heirs, executors, administrators, representatives, attorneys, employees, agents, shareholders, officers, directors, members, managers, successors and assigns, and owned, controlled and affiliated companies, at their sole cost and expense shall jointly and severally indemnify and hold harmless Franchisor, its representatives, attorneys, employees, agents, officers, directors, shareholders, successors, assigns, and owned, controlled and affiliated companies, from and against all claims, cause and causes of action, sums of money and other liabilities resulting from such monetary and non-monetary obligations to vendors and other creditors.~~

~~10. Confidentiality. The Parties agree to hold in strictest confidence and not to disclose, publish, or use the existence of, or any details of relating to, this Agreement to any third party without the non-disclosing Party's express written consent, except as required by law. Franchisee further agrees that neither it, nor any of its agents, will in any way communicate, directly or indirectly, concerning the Franchisor, The Simple Greek franchising system, Franchisee's relationship with Franchisor, or this Agreement (1) with any government entity, any current or former The Simple Greek franchisee, or any attorney representing a current or former The Simple Greek franchisee (subject to the exception of subpoenas or court orders set forth below), (2) through individual or collective e-mails, websites, the internet or franchisee organizations, (3) with the press, industry publications or other media outlets, and/or (4) online blogs, social media sites, message boards or anonymous posting sites, such as RipOffReport.com and UnhappyFranchisee.com, and other similar websites. Franchisee agrees that it will provide, upon request through its counsel, all necessary permissions for Franchisor to obtain, from any such websites, the release of identifying information regarding suspected anonymous postings made by~~

~~Franchisee in whatever form is required by the website. Franchisee further agrees that if contacted regarding Franchisor, Franchisor's franchise system, Franchisee's past relationship with Franchisor, or this Agreement, Franchisee will only state words to the effect: "I am no longer a The Simple Greek franchisee."~~

~~11. Non-Disparagement. Except as required by law, each of the Parties to this Agreement agrees to refrain from making any negative or derogatory remarks about any of the other Parties or their principals, shareholders, officers, directors, members, managers and/or agents. Franchisee and Franchisor agree and acknowledge that actual damages resulting from a default or breach of this Section would be extremely difficult or impossible to measure. As such, for each violation of this Section, the violating Party shall pay the non-violating Party $5,000.00 per violation as liquidated damages. The Parties agree and acknowledge that such liquidated damages shall not be construed as a penalty, as such payment has been agreed to by the Parties as a reasonable, good faith representation of the actual damages sustained by a Party in the event the other Party breaches the terms of this Section. The Party breaching the terms of this Section shall further be liable for and shall indemnify the other Party, for all court-ordered costs, expenses, liabilities, and fees, including reasonable attorneys' fees, which may be incurred as a result of such breach. Nothing in this Section shall prevent Franchisor from seeking injunctive relief enjoining Franchisee from violating its obligations under this Section.~~

~~12. No Reliance or Coercion. The Parties acknowledge that they are freely and voluntarily entering into this Agreement, uncoerced by any person, and that they have been advised and afforded the opportunity to seek the advice of legal counsel of their choice with regard to this Agreement.~~

~~13. Representations and Warranties. Each Party acknowledges that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by the Party, after having a reasonable opportunity to retain and confer with counsel. The Parties enter into this Agreement after a full investigation, and the Parties are not relying upon any statements or representations not embodied in this Agreement.~~

~~14. No Admission. The Parties acknowledge and agree that their execution of this Agreement does not constitute in any manner whatsoever any admission of liability on their part for any matters covered or released hereby, but that such liability is specifically denied.~~

~~15. Opportunity to Review; Authorship. Each of the Parties has had the opportunity to review and revise (or request revisions of) this Agreement, and to consult with counsel, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable to the construction and interpretation of this Agreement. This Agreement shall be deemed to have been mutually prepared by the Parties and shall not be construed against any of them by reason of authorship.~~

~~16. Read Before Signing. It is expressly understood and agreed that this Agreement constitutes a full and final release of all claims each Party could have against the other Party prior to the date as set forth above. The Parties acknowledge that they have carefully read this Agreement and agree to be bound by its terms. The Parties further acknowledge that each Party understands the terms of this Agreement and the rights and claims they are releasing under this Agreement, and have reviewed this Agreement with counsel prior to execution, or have had the opportunity to do so and have chosen not to. Each of the Parties further acknowledges that it has had sufficient time to consider this Agreement before signing it, and to consult with anyone deemed necessary, including counsel, to ensure that it understands the terms and legal implications of this Agreement before signing it.~~

~~17. Defined Terms. Any capitalized terms not otherwise defined in this Agreement shall have the same meaning as in the Franchise Agreement.~~

~~18. Warranty of Non-Assignment. Franchisee and Guarantor represent and warrant that there has been no assignment of any of the claims being released hereby.~~

~~19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.~~

~~20. Amendments. This Agreement may not be changed or modified except in a writing signed by all of the Parties.~~

~~21. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania.~~

~~22. Jurisdiction. The Parties agree that any disputes relating to the enforcement of this Agreement will be governed by the dispute resolution provisions set out in the Franchise Agreement.~~

~~23. Fees and Costs. In any action to enforce, interpret or seek damages for violation of this Agreement, the prevailing Party shall recover all costs, attorneys' fees and other litigation expenses.~~

~~24. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.~~

~~25. Authorization. Each Party warrants that each individual executing this Agreement on behalf of the respective Parties is fully authorized to do so by each of the respective Parties and each individual executing this Agreement warrants that he or she is acting within the scope of his or her employment and authority in executing this Agreement.~~

~~26. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which are deemed originals, but all of which will constitute one and the same instrument. Facsimile, electronic and .pdf versions are deemed to be originals.~~

~~27. Entirety. This Agreement contains the entire agreement between the Parties related to the subject matter hereof, and in entering into this Agreement, each Party represents that he, she, or it is doing so voluntarily and of his, her or its own free will, and have executed this Agreement below acknowledging that each Party has completely read and fully understands the terms of this Agreement.~~

~~(Signatures on following page)~~

~~**IN WITNESS WHEREOF**, the parties have executed this Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.~~

~~**FRANCHISOR:**~~

~~**THE SIMPLE GREEK, LLC**~~

~~By:~~ ______________________________
~~Title:~~ ______________________________
~~Date:~~ ______________________________

~~**FRANCHISEE:**~~

____
~~Individually~~

~~Print Name:~~ ______________________________
~~Date:~~ ______________________________

~~or, if a corporation, partnership or other business entity:~~

____

~~Company Name~~

~~By:~~ ______________________________
~~Title:~~ ______________________________
~~Date:~~ ______________________________

~~Exhibit E~~

FINANCIAL STATEMENTS

~~The Simple Greek, LLC~~

EXHIBIT E

OPERATIONS

MANUAL ~~2018~~

~~Exhibit E~~

The Simple Greek, LLC
Balance Sheet
As of July 31, 2018

	Total
ASSETS	
Current Assets	
Bank Accounts	
Chase Adv Checking	5,009.35
Chase Checking - Operating	14,552.43
Total Bank Accounts	$ 19,561.78
Accounts Receivable	
Accounts Receivable	18,121.61
Total Accounts Receivable	$ 18,121.61
Other Current Assets	
Gusto POS & Softwares	4,500.00
Carrollwood	9,658.68
Dresher	7,193.15
Market Square	2,809.34
McMurray	2,149.94
Norwalk	5,443.78
Round Rock	8,464.73
Scottsdale	6,090.40
Skokie	5,524.68
Westborough	10,094.21
Wichita Falls	3,481.02
Total Gusto POS & Softwares	$ 65,409.93
Prepaid Expenses	6,956.41
Security Deposits	1,225.00
Total Other Current Assets	$ 73,591.34
Total Current Assets	$ 111,274.73
Fixed Assets	
Accumulated Depreciation	
Accum Dep-Blue Bell	-272.91
Accum Dep-Mrkt Sq FFE	-35,396.09
Accum Dep-Mrkt Sq LHI	-25,447.76
Accum. Depr - Computers	-36,187.73
Total Accumulated Depreciation	-$ 97,304.49
Computers	43,301.99
Furniture,Fixtures & Equipment	
Blue Bell Office	7,458.63
Market Square	82,211.07
Total Furniture,Fixtures & Equipment	$ 89,669.70
Leasehold Improvements	
Market Square LHI	111,299.63
Total Leasehold Improvements	$ 111,299.63

~~WebSite Development/Design~~		~~7,000.00~~
~~Total Fixed Assets~~	~~$~~	~~153,966.83~~
~~Other Assets~~		
~~Due From - TSG Scottsdale~~		~~321,494.20~~
~~Due from TSG - Dresher~~		~~189,966.71~~
~~Due From TSG - Westborough~~		~~95,207.30~~
~~Total Other Assets~~	~~$~~	~~606,668.21~~
~~TOTAL ASSETS~~	~~$~~	~~871,909.77~~
~~LIABILITIES AND EQUITY~~		
~~Liabilities~~		
~~Current Liabilities~~		
~~Accounts Payable~~		
~~Accounts Payable~~		~~24,812.14~~
~~Total Accounts Payable~~	~~$~~	~~24,812.14~~
~~Other Current Liabilities~~		
~~Advertising Fund~~		~~-208,293.61~~
~~Arlington~~		~~853.74~~
~~Carrollwood~~		~~2,897.21~~
~~Columbus~~		~~3,744.07~~
~~Dresher~~		~~10,472.46~~
~~East Providence~~		~~9,171.30~~
~~Garden City~~		~~1,145.82~~
~~Glastonbury~~		~~2,923.60~~
~~Hermitage~~		~~4,585.94~~
~~Lexington~~		~~7,412.39~~
~~Market Square~~		~~12,563.90~~
~~McMurray~~		~~6,914.79~~
~~Mt. Lebanon~~		~~1,857.94~~
~~Munster, IN~~		~~3,408.01~~
~~Norwalk~~		~~11,381.40~~
~~Oviedo~~		~~4,418.40~~
~~Pearland~~		~~2,530.84~~
~~Pensacola~~		~~5,304.51~~
~~Round Rock~~		~~3,806.96~~
~~Scottsdale~~		~~1,585.23~~
~~Skokie~~		~~3,658.14~~
~~St. Petersburg~~		~~2,689.06~~
~~West Hartford~~		~~9,234.35~~
~~Westborough~~		~~5,753.85~~
~~Wichita Falls~~		~~7,550.43~~
~~Youngstown~~		~~15,340.83~~
~~Total Advertising Fund~~	~~-$~~	~~67,088.44~~
~~Gift Card~~		~~24,386.95~~
~~Total Other Current Liabilities~~	~~-$~~	~~42,701.49~~
~~Total Current Liabilities~~	~~-$~~	~~17,889.35~~
~~Long-Term Liabilities~~		
~~Due to ML Foods~~		~~4,252,626.00~~

~~Due to MLLLC~~		~~2,163,358.91~~
~~Total Long-Term Liabilities~~	~~$~~	~~**6,415,984.91**~~
~~Total Liabilities~~	~~$~~	~~**6,398,095.56**~~
~~Equity~~		
~~ML Contributed Capital~~		~~357,000.00~~
~~Retained Earnings~~		~~-4,522,736.68~~
~~Net Income~~		~~-1,360,449.11~~
~~Total Equity~~	~~-$~~	~~**5,526,185.79**~~
~~TOTAL LIABILITIES AND EQUITY~~	~~$~~	~~**871,909.77**~~

~~The Simple Greek, LLC~~
~~Profit and Loss~~
~~January - July, 2018~~

		~~Total~~
~~Income~~		
~~Franchise Agreement Fees~~		~~430,000.00~~
~~Refunds-Allowances~~		~~-25,000.00~~
~~Total Franchise Agreement Fees~~	~~$~~	~~405,000.00~~
~~Rebate from vendors~~		~~20,319.59~~
~~Royalty Income~~		~~346,471.07~~
~~Services~~		~~15,000.00~~
~~Total Income~~	~~$~~	~~786,790.66~~
~~Gross Profit~~	~~$~~	~~786,790.66~~
~~Expenses~~		
~~Depreciation & Amortization Expense~~		~~29,101.66~~
~~Food Testing~~		~~1,802.04~~
~~IT Support~~		~~8,612.27~~
~~Legal Fees~~		~~35,007.22~~
~~National Advertising - Brand Direct Mail~~		~~282.03~~
~~National Advertising - Brand Online~~		~~253.93~~
~~National Advertising - Brand Search(Yelp)~~		~~9,554.13~~
~~Operating Expenses~~		
~~License & Permits~~		~~2,198.36~~
~~Payroll~~		~~820,265.40~~
~~401K Plan~~		~~18,848.48~~
~~Total Payroll~~	~~$~~	~~839,113.88~~
~~Payroll Fees - ADP~~		~~8,849.26~~
~~Payroll Taxes~~		~~62,659.16~~
~~Repair & Maintenance~~		~~3,793.07~~
~~Cleaning~~		~~750.00~~
~~Total Repair & Maintenance~~	~~$~~	~~4,543.07~~
~~Utilities Expense~~		~~6,838.03~~
~~Total Operating Expenses~~	~~$~~	~~924,201.76~~
~~Other General and Admin Expenses~~		
~~Cable, Internet, & Phone~~		~~18,717.18~~
~~Lead Generation~~		~~49,504.89~~
~~Recruiting~~		~~17,109.38~~
~~Total Other General and Admin Expenses~~	~~$~~	~~85,331.45~~
~~Portal~~		~~19,600.00~~
~~Postage~~		~~2,321.19~~
~~Production - Website Redesign/Maintenance~~		~~7,350.00~~
~~Professional Fees~~		~~3,937.50~~
~~Accounting Fee~~		~~24,618.00~~
~~Total Professional Fees~~	~~$~~	~~28,555.50~~
~~Rent or Lease~~		~~24,345.37~~

~~Rent-Dresher~~	~~22,176.00~~
~~Total Rent or Lease~~	~~$ 46,521.37~~
~~Selling, General & Administrative Expenses~~	
~~Bank Charges~~	~~1,598.83~~
~~Commissions Expense~~	~~40,000.00~~
~~Insurance~~	
~~General Insurance~~	~~496.75~~
~~Health Insurance~~	~~92,390.09~~
~~Total Insurance~~	~~$ 92,886.84~~
~~Marketing Expenses~~	~~66,420.56~~
~~Online/Digital~~	~~19,590.62~~
~~PR~~	~~22,230.00~~
~~Printing~~	~~4,143.80~~
~~Total Marketing Expenses~~	~~$ 112,384.98~~
~~Office Expenses~~	~~20,324.25~~
~~Outside Services/ Consulting~~	~~62,390.54~~
~~Total Selling, General & Administrative Expenses~~	~~$ 329,585.44~~
~~Shipping and delivery expense~~	~~1,624.20~~
~~Software~~	~~112.36~~
~~Software- Mgmt Tools~~	~~17,293.42~~
~~Stationery & Printing~~	~~2,592.23~~
~~Supplies~~	~~4,865.40~~
~~Telephone~~	~~195.48~~
~~Training Materials~~	~~2,443.02~~
~~Travel~~	
~~Air Fare~~	~~110,155.56~~
~~Car Rental~~	~~49,778.05~~
~~Lodging~~	~~66,109.60~~
~~Meals and Entertainment~~	~~25,548.76~~
~~Miscellaneous~~	~~17,074.05~~
~~Parking~~	~~4,996.57~~
~~Personal Car Mileage~~	~~7,902.94~~
~~Total Travel~~	~~$ 281,565.53~~
~~Uniforms~~	~~1,620.06~~
~~Total Expenses~~	~~$ 1,840,391.69~~
~~Net Operating Income~~	~~-$ 1,053,601.03~~
~~Other Income~~	
~~Interest Income - TSG Dresher~~	~~7,100.07~~
~~Interest Income - TSG Scottsdale~~	~~10,568.14~~
~~Interest Income - TSG Skokie~~	~~963.81~~
~~Interest Income - TSG Westborough~~	~~2,431.58~~
~~Total Other Income~~	~~$ 21,063.60~~
~~Other Expenses~~	
~~Interest Expense-ML~~	~~161,254.68~~
~~Loss on Asset Disposal~~	~~50,033.75~~
~~Miscellaneous~~	~~116,623.25~~
~~Total Other Expenses~~	~~$ 327,911.68~~

~~**Net Other Income**~~	~~$~~	~~**306,848.08**~~
~~**Net Income**~~	~~$~~	~~**1,360,449.11**~~

~~The Simple Greek, LLC~~
~~Statement of Cash Flows~~
~~January - July, 2018~~

	~~Total~~
~~**OPERATING ACTIVITIES**~~	
~~**Net Income**~~	~~-1,360,449.11~~
~~**Adjustments to reconcile Net Income to Net Cash provided by operations:**~~	
~~**Accounts Receivable**~~	~~1,000.20~~
~~**Gusto POS & Softwares:Market Square**~~	~~1,398.00~~
~~**Gusto POS & Softwares:McMurray**~~	~~1,398.00~~
~~**Gusto POS & Softwares:Norwalk**~~	~~-4,424.53~~
~~**Gusto POS & Softwares:Round Rock**~~	~~1,398.00~~
~~**Gusto POS & Softwares:Wichita Falls**~~	~~1,398.00~~
~~**Prepaid Expenses**~~	~~2,562.60~~
~~**Security Deposits**~~	~~-1,225.00~~
~~**Accumulated Depreciation:Accum Dep-Blue Bell**~~	~~272.91~~
~~**Accumulated Depreciation:Accum Dep-McM FFE**~~	~~-13,484.83~~
~~**Accumulated Depreciation:Accum Dep-Mrkt Sq FFE**~~	~~6,850.90~~
~~**Accumulated Depreciation:Accum Dep-Mrkt Sq LHI**~~	~~4,328.31~~
~~**Accumulated Depreciation:Accum Depr McM-LHI**~~	~~-8,498.16~~
~~**Accumulated Depreciation:Accum. Depr - Computers**~~	~~14,525.84~~
~~**Furniture,Fixtures & Equipment:McMurray**~~	~~32,649.28~~
~~**Leasehold Improvements:McMurray-LHI**~~	~~42,491.16~~
~~**Accounts Payable**~~	~~-81,267.76~~
~~**Advertising Fund**~~	~~-139,629.45~~
~~**Advertising Fund:Arlington**~~	~~853.74~~
~~**Advertising Fund:Carrollwood**~~	~~439.52~~
~~**Advertising Fund:Columbus**~~	~~3,744.07~~
~~**Advertising Fund:Dresher**~~	~~4,494.63~~
~~**Advertising Fund:East Providence**~~	~~3,279.54~~
~~**Advertising Fund:Garden City**~~	~~1,145.82~~
~~**Advertising Fund:Glastonbury**~~	~~2,923.60~~
~~**Advertising Fund:Hermitage**~~	~~4,585.94~~
~~**Advertising Fund:Lexington**~~	~~2,976.82~~
~~**Advertising Fund:Market Square**~~	~~4,581.09~~
~~**Advertising Fund:McMurray**~~	~~1,892.72~~
~~**Advertising Fund:Munster, IN**~~	~~3,408.01~~
~~**Advertising Fund:Norwalk**~~	~~4,343.97~~
~~**Advertising Fund:Oviedo**~~	~~4,418.40~~
~~**Advertising Fund:Pearland**~~	~~2,530.84~~
~~**Advertising Fund:Pensacola**~~	~~3,824.53~~
~~**Advertising Fund:Round Rock**~~	~~640.49~~
~~**Advertising Fund:Scottsdale**~~	~~1,095.43~~
~~**Advertising Fund:Skokie**~~	~~737.05~~
~~**Advertising Fund:St. Petersburg**~~	~~2,689.06~~

~~**Advertising Fund:West Hartford**~~		~~4,496.77~~
~~**Advertising Fund:Westborough**~~		~~2,159.99~~
~~**Advertising Fund:Wichita Falls**~~		~~2,256.78~~
~~**Advertising Fund:Youngstown**~~		~~7,048.09~~
~~**Gift Card**~~		~~8,056.22~~
~~**Other Current Liabilities**~~		~~-426.79~~
~~**Total Adjustments to reconcile Net Income to Net Cash provided by operations:**~~	~~$~~	~~**60,060.20**~~
~~**Net cash provided by operating activities**~~	~~$~~	~~**1,420,509.31**~~
~~**INVESTING ACTIVITIES**~~		
~~**Computers**~~		~~-4,500.00~~
~~**Furniture,Fixtures & Equipment:Blue Bell Office**~~		~~-7,458.63~~
~~**Due From - TSG Scottsdale**~~		~~-163,972.01~~
~~**Due from TSG - Dresher**~~		~~-72,352.92~~
~~**Due From TSG - Skokie**~~		~~44,308.31~~
~~**Due From TSG - Westborough**~~		~~-91,853.13~~
~~**Net cash provided by investing activities**~~	~~$~~	~~**295,828.38**~~
~~**FINANCING ACTIVITIES**~~		
~~**Due to ML Foods**~~		~~860,458.73~~
~~**Due to MLLLC**~~		~~857,386.22~~
~~**Net cash provided by financing activities**~~	~~$~~	~~**1,717,844.95**~~
~~**Net cash increase for period**~~	~~$~~	~~**1,507.26**~~
~~**Cash at beginning of period**~~		~~18,054.52~~
~~**Cash at end of period**~~	~~$~~	~~**19,561.78**~~

THE SIMPLE GREEK, LLC

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2017 AND 2016

CliftonLarsonAllen LLP

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

THE SIMPLE GREEK, LLC
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INDEPENDENT AUDITORS' REPORT

Member
The Simple Greek, LLC
Blue Bell, Pennsylvania

We have audited the accompanying financial statements of The Simple Greek, LLC, which comprise the balance sheet as of December 31, 2017, and the related statements of operations and changes in member's deficit, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

A member of Nexia International

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Simple Greek, LLC as of December 31, 2017, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

The 2016 financial statements of The Simple Greek, LLC were audited by other auditors whose report dated February 20, 2017, expressed an unmodified opinion on those statements.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Plymouth Meeting, Pennsylvania
March 28, 2018

THE SIMPLE GREEK, LLC
BALANCE SHEETS
DECEMBER 31, 2017 AND 2016

		2017		2016
ASSETS				
CURRENT ASSETS				
Cash	$	18,055	$	57,081
Accounts Receivable		19,122		-
Prepaid Expenses		76,098		15,309
Total Current Assets		113,275		72,390
EQUIPMENT AND LEASEHOLD IMPROVEMENTS				
Equipment		160,662		287,763
Leasehold Improvements		153,791		259,868
Total, at Cost		314,453		547,631
Less: Accumulated Depreciation		(93,310)		(73,684)
Total Equipment and Leasehold Improvements		221,143		473,947
OTHER ASSETS				
Due from Related Parties		322,798		-
Deposit		-		10,890
Total Other Assets		322,798		10,890
Total Assets	$	657,216	$	557,227
LIABILITIES AND MEMBER'S DEFICIT				
CURRENT LIABILITIES				
Accounts Payable	$	106,080	$	165,383
Advertising Fund Payable		1,974		1,630
Accrued Expenses		16,758		25,856
Total Current Liabilities		124,812		192,869
NOTE PAYABLE TO MEMBER		4,698,038		1,675,260
Total Liabilities		4,822,850		1,868,129
MEMBER'S DEFICIT		(4,165,634)		(1,310,902)
Total Liabilities and Member's Deficit	$	657,216	$	557,227

See accompanying Notes to Financial Statements.

THE SIMPLE GREEK, LLC
STATEMENTS OF OPERATIONS AND CHANGES IN MEMBER'S DEFICIT
YEARS ENDED DECEMBER 31, 2017 AND 2016

	2017	2016
REVENUE		
Initial Franchise Fees	$ 77,500	$ 650,000
Royalty Income	299,020	39,824
Vendor Rebates	26,872	3,379
POS Fees	-	964
Total Revenue	403,392	694,167
OPERATING EXPENSES		
General and Administrative	2,937,861	2,078,172
Depreciation	51,196	44,338
Loss on Disposal of Equipment	100,538	-
Total Operating Expenses	3,089,595	2,122,510
LOSS FROM OPERATIONS	(2,686,203)	(1,428,343)
OTHER INCOME (EXPENSE)		
Interest Income	5,727	-
Interest Expense	(174,256)	(22,217)
Total Other Expense	(168,529)	(22,217)
NET LOSS	(2,854,732)	(1,450,560)
Member's Equity (Deficit) - Beginning of Year	(1,310,902)	132,658
Member Contributions	-	7,000
MEMBER'S DEFICIT - END OF YEAR	$ (4,165,634)	$ (1,310,902)

See accompanying Notes to Financial Statements.

THE SIMPLE GREEK, LLC
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2017 AND 2016

	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Loss	$ (2,854,732)	$ (1,450,560)
Adjustments to Reconcile Net Loss to Net Cash Used by Operating Activities:		
Depreciation	51,196	44,338
Loss on Disposal of Equipment	100,538	-
Accrued Interest on Note Payable to Member	174,256	22,217
Changes in Operating Assets and Liabilities:		
Accounts Receivable	(19,122)	-
Prepaid Expenses	(60,789)	(15,309)
Deposit	10,890	(10,890)
Accounts Payable	(58,959)	167,013
Accrued Expenses	(9,098)	25,856
Net Cash Used by Operating Activities	(2,665,820)	(1,217,335)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of Equipment and Leasehold Improvements	(2,728)	(139,871)
Increase in Due from Related Parties	(322,798)	-
Net Cash Used by Investing Activities	(325,526)	(139,871)
CASH FLOWS FROM FINANCING ACTIVITIES		
Net Increase in Note Payable to Member	2,952,320	1,212,801
NET DECREASE IN CASH	(39,026)	(144,405)
Cash - Beginning of Year	57,081	201,486
CASH - END OF YEAR	$ 18,055	$ 57,081
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Equipment Contributed by Member	$ -	$ 7,000
Equipment Transferred to Member in Lieu of Debt Repayment	$ 103,798	$ -

See accompanying Notes to Financial Statements.

THE SIMPLE GREEK, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017 AND 2016

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business

The Simple Greek, LLC (the Company) was formed on January 22, 2015, to provide the opportunity to franchisees to operate one or more of The Simple Greek restaurants serving Greek and American food and related items.

Concentrations of Credit Risk

The Company regularly maintains cash balances that exceed Federal Depository Insurance Corporation limits.

Equipment and Leasehold Improvements

Equipment and leasehold improvements are recorded at acquisition cost. Depreciation is recorded on the straight-line method over the estimated useful lives of the respective assets. Property and equipment are reviewed for impairment when events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. There were no impairment charges for the years ended December 31, 2017 and 2016.

Depreciation expense was approximately $51,200 in 2017 and $44,300 in 2016.

Revenue Recognition

Franchise arrangements with franchisees that operate in various geographical locations generally provide for initial fees and continuing payments to the Company based upon a percentage of gross sales, as defined in the specific franchisee agreements.

Initial franchise fees are due immediately upon execution of the franchise agreement. The franchise fee is fully earned and recognized by the Company upon execution of the franchise agreement.

Royalty income is recorded and recognized weekly based upon a percentage of gross sales. Among other things, franchisees are provided training, advisory services, and advertising and promotional tools, as well as protection against trademark, service mark, and patent infringements.

Management Estimates and Assumptions

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates. The Company's significant estimate includes impairment for fixed assets. Future events and their effects cannot be predicted with certainty; accordingly, accounting estimates require the exercise of judgment. Accounting estimates used in the preparation of these financial statements change as new events occur, as more experience is acquired, as additional information is obtained, and as the operating environment changes.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Advertising Fund

Franchisees and vendors may be required to contribute to an advertising fund in accordance with the agreements entered into. The advertising fund can provide franchisees with marketing, advertising, and promotional materials. The advertising funds are used at the discretion of the Company.

Income Taxes

The Company has elected to be taxed as an LLC. Accordingly, the member is personally responsible for federal and state income taxes, and therefore no provision for income taxes has been recorded in these financial statements.

Reclassifications

Certain amounts in the prior period presented have been reclassified to conform to the current period financial statement presentation. These reclassifications have no effect on the previously reported net position or changes therein.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers* (Topic 606). ASU 2014-09 outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance, including industry-specific guidance. This new guidance is effective for annual reporting periods for nonpublic companies beginning after December 15, 2018. The Company is currently evaluating the impact that this standard will have on the Company's financial statements.

In February 2016, the FASB issued ASU 2016-2: *Leases* (Topic 842). Under this new guidance, an entity will be required to recognize a right-of-use asset and a lease liability for both finance and operating leases, initially measured at the present value of the lease payments in the balance sheet. The amendments in this ASU are effective for nonpublic entities for fiscal years beginning after December 15, 2019. The Company is currently evaluating the impact that this standard will have on the Company's financial statements.

Subsequent Events

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through March 28, 2018, the date the financial statements were available to be issued.

NOTE 2 DUE FROM RELATED PARTIES

The Company advances funds to certain franchises, related through common ownership, to cover obligations while they are still in the start-up phase of operations. Total amounts due from related parties totaled $322,798 at December 31, 2017. There are no formal repayment terms on these advances, however, interest is charged at 7.5% and interest income totaled approximately $5,700 for the year ended December 31, 2017. There were no amounts advanced to related parties as of December 31, 2016.

Royalty income is recorded and recognized weekly based upon a percentage of gross sales. Total royalty income earned from related parties totaled approximately $62,000 for the year ended December 31, 2017. There were no royalties charged to related parties for the year ended December 31, 2016.

NOTE 3 NOTE PAYABLE TO MEMBER

The Company has a revolving note payable to its member due on December 31, 2019 with maximum borrowings of $7,000,000 and interest charged at 5%. The outstanding borrowings on this note payable, including accrued interest, were $4,698,038 and $1,675,260 at December 31, 2017 and 2016, respectively. The note is collateralized by substantially all Company assets. Total related party interest expense was approximately $174,000 and $22,000 for the years ended December 31, 2017 and 2016, respectively.

NOTE 4 OPERATING LEASE COMMITMENT

The Company's single member signed an operating lease for a corporate office in Blue Bell, Pennsylvania. In 2017, 100% of the rental payments were allocated to the Company. The lease also requires the Company to pay utilities, property taxes, insurance, maintenance, and repairs (nonexternal) on their portion of the property. For the year ended December 31, 2016, 89% of the monthly rental payments and related expenses were allocated to the Company. Rent expense was approximately $40,600 and $18,500 for the years ended December 31, 2017 and 2016, respectively. The lease required the Company to make minimum monthly lease payments of $2,966 starting on June 6, 2016 with escalation clauses as defined.

Future minimum lease payments as of December 31, 2017 are as follows:

Year Ending December 31,	Amount
2018	$ 42,451
2019	17,901
Total	$ 60,352

NOTE 5 FRANCHISE AGREEMENTS

Information relating to franchise agreements and changes in the number of franchises as follows:

	2017	2016
Franchises in Operation at the Beginning of the Year	4	3
Franchise Agreements Signed, Operations Commenced	12	1
Franchise Agreements Terminated	1	-
Franchises in Operation at the End of the Year	15	4

NOTE 6 COMMITMENTS AND CONTINGENCIES

Litigation

In the ordinary course of business, there may be various claims or lawsuits brought by or against the Company. Management is not aware of any claims or lawsuits that could materially affect the financial position, results of operations, or liquidity of the Company.

CliftonLarsonAllen

A member of Nexia International

Investment advisory services are offered through CliftonLarsonAllen
Wealth Advisors, LLC, an SEC-registered investment advisor.

The Simple Greek, LLC

Financial Statements and
Independent Auditor's Report

December 31, 2016 and 2015

FGMK

THE SIMPLE GREEK, LLC

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FGMK
Identifying opportunities.
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INDEPENDENT AUDITOR'S REPORT

To The Member
The Simple Greek, LLC

We have audited the accompanying financial statements of The Simple Greek, LLC, which comprise the balance sheets as of December 31, 2016 and 2015, and the related statements of operations and changes in member's equity (deficit), and cash flows for the year ended December 31, 2016 and the period from January 22, 2015 ("Inception") through December 31, 2015, 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 audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Simple Greek, LLC as of December 31, 2016 and 2015, and the results of its operations and its cash flows for the periods then ended in accordance with accounting principles generally accepted in the United States of America.

FGMK, LLC

Bannockburn, Illinois
February 20, 2017

THE SIMPLE GREEK, LLC

BALANCE SHEET

DECEMBER 31, 2016 AND 2015

ASSETS

	2016	2015
CURRENT ASSETS		
Cash	$ 57,081	$ 201,486
PROPERTY AND EQUIPMENT		
Furniture, fixtures and equipment	280,763	153,391
Building improvements	259,868	247,368
Software	22,309	-
	562,940	400,759
Less: Accumulated depreciation	73,684	29,345
	489,256	371,414
OTHER ASSETS		
Deposits	10,890	-
	$ 557,227	$ 572,900

LIABILITIES AND MEMBER'S EQUITY (DEFICIT)

	2016	2015
CURRENT LIABILITIES		
Accounts payable	$ 165,383	$ -
Advertising fund payable	1,630	-
Accrued expenses	25,856	-
	192,869	-
NOTE PAYABLE TO MEMBER	1,675,260	440,242
	1,868,129	440,242
MEMBER'S EQUITY (DEFICIT)	(1,310,902)	132,658
	$ 557,227	$ 572,900

The accompanying notes are an integral part of these statements.

THE SIMPLE GREEK, LLC

STATEMENT OF OPERATIONS AND CHANGES IN MEMBER'S EQUITY (DEFICIT)

YEAR ENDED DECEMBER 31, 2016 AND PERIOD FROM JANUARY 22, 2015 (INCEPTION) THROUGH DECEMBER 31, 2015

	2016	2015
REVENUE		
Initial franchise fees	$ 650,000	$ -
Royalty income	39,824	-
Vendor rebates	3,379	-
POS fees	964	-
TOTAL REVENUE	694,167	-
OPERATING EXPENSES		
General and administrative	2,078,172	106,258
Depreciation	44,338	29,345
	2,122,510	135,603
LOSS FROM OPERATIONS	(1,428,343)	(135,603)
OTHER EXPENSE		
Start up costs	-	77,991
Interest	22,217	3,748
	22,217	81,739
NET LOSS	(1,450,560)	(217,342)
MEMBER'S EQUITY (DEFICIT)		
Beginning of period	132,658	-
Member contributions	7,000	350,000
End of period	$(1,310,902)	$ 132,658

The accompanying notes are an integral part of these statements.

THE SIMPLE GREEK, LLC

STATEMENT OF CASH FLOWS

YEAR ENDED DECEMBER 31, 2016 AND PERIOD FROM JANUARY 22, 2015 (INCEPTION) THROUGH DECEMBER 31, 2015

	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$(1,450,560)	$(217,342)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	44,339	29,345
Changes in operating assets and liabilities		
Deposits	(10,890)	-
Accounts payable	167,013	-
Accrued expenses	25,856	-
Net Cash Used In Operating Activities	(1,224,242)	(187,997)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(155,181)	(50,759)
CASH FLOWS FROM FINANCING ACTIVITIES		
Net change in note payable to member	1,235,018	440,242
NET CHANGE IN CASH	(144,405)	201,486
CASH - BEGINNING OF PERIOD	201,486	-
CASH - END OF PERIOD	$ 57,081	$ 201,486
SUPPLEMENTAL DISCLOSURES OF NON-CASH INVESTING AND FINANCING ACTIVITIES		
Property and equipment contributed by member	$ 7,000	$ 350,000

The accompanying notes are an integral part of these statements.

THE SIMPLE GREEK, LLC

NOTES TO THE FINANCIAL STATEMENTS

NOTE 1 – DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business. The Simple Greek, LLC ("The Simple Greek" or the "Company") was formed on January 22, 2015, to provide the opportunity to franchisees to operate one or more of The Simple Greek restaurants serving Greek and American food and related items.

Management Estimates and Assumptions. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates. The Simple Greek's significant estimate includes impairment for fixed assets. Future events and their effects cannot be predicted with certainty; accordingly, accounting estimates require the exercise of judgment. Accounting estimates used in the preparation of these financial statements change as new events occur, as more experience is acquired, as additional information is obtained, and as the operating environment changes.

Concentrations of Credit Risk. The Company regularly maintains cash balances that exceed Federal Depository Insurance Corporation limits.

Property and Equipment. Software, furniture, fixtures and equipment, and building improvements are recorded at acquisition cost. Depreciation is recorded on the straight-line method over the estimated useful lives of the respective assets. Property and equipment are reviewed for impairment when events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. There were no impairment charges for the year ended December 31, 2016 and the period from January 22, 2015 through December 31, 2015.

Revenue Recognition. Franchise arrangements with franchisees that operate in various geographical locations generally provide for initial fees and continuing payments to the Company based upon a percentage of gross sales, as defined in the specific franchisee agreements.

Initial franchise fees are due immediately upon execution of the franchise agreement. The franchise fee is fully earned and recognized by the Company upon execution of the franchise agreement.

Royalty income is recorded and recognized weekly based upon a percentage of gross sales. Among other things, franchisees are provided training, advisory services, and advertising and promotional tools, as well as protection against trademark, service mark, and patent infringements.

The Simple Greek Advertising Fund Deposits. Franchisees and vendors may be required to contribute to an advertising fund in accordance with the agreements entered into. The Simple Greek Advertising Fund can provide franchisees with marketing, advertising, and promotional materials. The advertising funds are used at the discretion of The Simple Greek.

Income Taxes. The Company has elected to be taxed as an LLC. Accordingly, the members are personally responsible for federal and state income taxes, and therefore no provision for income taxes has been recorded in these financial statements.

NOTE 2 – NOTE PAYABLE TO MEMBER

The Company has a note payable to its member due on demand with maximum borrowings was $1,675,260 including interest at 5%. The Company does not expect the note to be called before December 31, 2017.

THE SIMPLE GREEK, LLC

NOTES TO THE FINANCIAL STATEMENTS

NOTE 3 – OPERATING LEASE COMMITMENTS

The Company has an operating lease that is due to be paid 12 months after the opening of their new corporate store in Dresher, Pennsylvania. The lease will require the Company to make minimum monthly rent payments of $9,504, and requires the Company to pay utilities, property taxes, insurance, maintenance, and repairs (non-external) on the property. As long as the Company complies with the conditions set forth in the lease, the Company shall be entitled to a $108,360 construction allowance in the form of $63,360 in rent abatement and the remaining $45,000 in the form of a cash payment.

ML Foods has an operating lease for a corporate office in Blue Bell, Pennsylvania of which 89% of the rental payments are allocated to The Simple Greek. ML Foods is also required to pay utilities, property taxes, insurance, maintenance, and repairs (non-external) on their portion of the property, which is also allocated to The Simple Greek. Rent expense allocated to the Company was $18,481 for the year ended December 31, 2016. The lease requires the Company to make minimum monthly lease payments of $2,966 starting on June 6, 2016 with escalation clauses as defined.

Future minimum lease payments as of December 31, 2016 are as follows:

Year Ending December 31	Amount
2017	$ 35,323
2018	50,362
2019	133,166
2020	114,048
2021	115,236
Thereafter	755,964
	$ 1,204,099

NOTE 4 – COMMITMENTS AND CONTINGENCIES

Litigation. In the ordinary course of business, there may be various claims or lawsuits brought by or against The Simple Greek. Management is not aware of any claims or lawsuits that could materially affect the financial position, results of operations, or liquidity of the Company.

NOTE 5 – SUBSEQUENT EVENTS

The Simple Greek's management has evaluated all known subsequent events from December 31, 2016 through February 20, 2017, the date the accompanying financial statements were available to be issued, and is not aware of any material subsequent events occurring during this period.

~~Exhibit F~~

~~DISCLOSURE QUESTIONNAIRE~~

~~The Simple Greek, LLC~~

~~**FRANCHISE DISCLOSURE QUESTIONNAIRE**~~

~~As you know The Simple Greek, LLC, a Delaware limited liability company ("we" or "us"), and you are preparing to enter into a Franchise Agreement for the operation of a The Simple Greek Franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise.~~ ~~**You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you must sign and date it the same day you sign the Franchise Agreement.**~~ ~~Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer on the back of this sheet.~~

~~1. Yes_ No_ Have you received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it?~~

~~2. Yes_ No_ Have you received and personally reviewed the Franchise Disclosure Document we provided?~~

~~3. Yes_ No_ Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?~~

~~4. Yes_ No_ Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?~~

~~5. Yes_ No_ Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor or have you had the opportunity for such review and chosen not to engage such professionals?~~

~~6. Yes_ No_ Have you discussed the benefits and risks of developing and operating a The Simple Greek franchise with an existing The Simple Greek franchisee?~~

~~7. Yes_ No_ Do you understand the risks of developing and operating a The Simple Greek franchise?~~

~~8. Yes_ No_ Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs and other relevant factors?~~

~~9. Yes_ No_ Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be arbitrated in Pennsylvania, if not resolved informally or by mediation?~~

~~10. Yes_ No_ Do you understand that you must satisfactorily complete the initial training course before we will allow your franchised business to open or consent to a transfer?~~

~~11. Yes_ No_ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a The Simple Greek franchise, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?~~

~~12. Yes_ No_ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?~~

~~13. Yes_ No_ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a The Simple Greek franchise will generate, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?~~

~~14. Yes_ No_ Do you understand that the Franchise Agreement and attachments to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for The Simple Greek business, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments to the Franchise Agreement will not be binding?~~

~~15. Yes_ No_ Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?~~

~~YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.~~

~~Signature of Franchise Applicant~~	~~Signature of Franchise Applicant~~
~~Name (please print)~~	~~Name (please print)~~
~~Date~~ ______	~~Date~~ ______

~~EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO QUESTION NUMBER):~~

~~Questionnaire Number~~	~~Explanation of Negative Response~~

~~Exhibit G~~

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~~The Simple Greek, LLC~~

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~~Exhibit H~~

EXHIBIT F

LIST OF FRANCHISEES

~~The Simple Greek, LLC~~

~~FRANCHISEE LIST~~

Open Outlets:

Franchisee	Address	City	State	Zip	Phone Number
~~OPEN AS OF 12/31/17~~Bill Prine	100 N. Florida Street Building F	Mobile	AL	36607	251-300-8684
George Chatzopoulos	140 Glastonbury Blvd.	Glastonbury	CT	06033	860-652-4470
John Pertesis	440 Westport Avenue	Norwalk	CT	06851	203~~.~~-543~~.~~-1914
George Chatzopoulos*	1489 New Britain Ave, Ste. 9	West Hartford	CT	06110	203~~.~~-809~~.~~-2392
Jonathan Tonn	945 City Plaza Way	Oviedo	FL	32765	407-542-0106
Reginald Bruster	7175 N Davis Hwy, Suite J	Pensacola	FL	32504	850~~.~~-554~~.~~-2437
~~Antonius (Tony) DeSisto*~~Dean Gregory	~~12908 N. Dale Mabry Hwy~~312 3rd Street South	~~Tampa~~St. Petersburg	FL	~~33618~~33701	~~813.753.8287~~727-592-4715
Daniel Lopez	1228 Broadway Street	Columbus	GA	31901	706-507-4976
Dean Gregory	9611 Calumet Avenue	Munster	IN	46321	219-922-4976
Ronnie Mossotti	4101 Tates Creek Centre Drive, Ste. 138	Lexington	KY	40517	859-321-3744
Scott Kippes	3029 Poplar Level Rd.	Louisville	KY	40217	502-384-0041
Sean & Patricia Nielsen	957 Highway 33	Hamilton	NJ	08619	609-890-4976
Vivek Patel	288 Eisenhower Parkway	Livingston	NJ	07039	973-251-2559
John Mason	2320 Bale Street Suite 100	Raleigh	NC	27608	919-322-0977
Ron & Lori Taylor	1393 Boardman Canfield Rd	Boardman	OH	44512	330~~.~~-423~~.~~-7508
~~Andrea Kamouyerou & Michael Kamouyerou~~Ron & Lori Taylor	~~502 Valleybrook Road~~2431 East State Street	~~McMurray~~Hermitage	PA	~~15317~~16148	724~~.825.0888~~-200-7110
Richard & Sasha Machel	431 Market Street	Pittsburgh	PA	15222	724-554-7151
Antonius (Tony) DeSisto	111 Hillside Road	Cranston	RI	02920	401-443-2344
Antonius (Tony) DeSisto*	73 Highland Ave~~,~~	East Providence	RI	02914	813-753-8287
Jean McLean	10621 Broadway St. Suite 109	Pearland	TX	77584	340-346-4976
Ted & Sharon Schonauer	3200 Greenlawn Blvd Ste. 280	Round Rock	TX	78664	570.332.8168

Dr. Hossien Ghanbari	3701 Fairway Blvd #108	Wichita Falls	TX	76309	940.782.5418

~~FRANCHISEE LIST~~

Ryan Grisard	1731 Wilson Blvd.	Arlington	VA	22209	703-875-1800
Jason & Emily Chamness	1600 Crossways Blvd. Suite E	Chesapeake	VA	23320	757-390-2887

Signed Agreements – Outlets Not Yet Open:

Franchisee	Search Area	Phone Number
Daniel Lopez	Auburn, AL	847-903-3577
Daniel Lopez	Opelika, AL	847-903-3577
Vineet Unadkat	Fullerton, CA	302-898-6193
George & Lisa Vassos	Lafayette, CO	720-935-8118
George Chatzopoulos	Southern CT	203-809-2392
George Chatzopoulos	Southern CT	203-809-2392
George Chatzopoulos	Central CT	203-809-2392
Dr. Gaurav Jain	New Castle County DE	302-397-8815
Dean Gregory	Brandon, FL	630-639-1825
Dean Gregory	Bradenton, FL	630-639-1825
Dean Gregory	Sarasota, FL	630-639-1825
Steven K Lenardos	Tampa, FL	317-383-1739
Andy Papandeou	Gilman, IL	312-515-0129
Irangel & Julie Gonzalez	Des Moines, IA IA	515-450-9533
Dr. Sarwat Gad	Baton Rouge, LA	337-258-0400
Gregory Schnauder	New Orleans, LA	504-237-0969
Dennis & Lisa Bell David & Jackie Doak	Chesterfield, MI	586-770-2829
Michael & Amy Cooper	Rochester, MN	507-279-0980
Doug Gilman	Nashua, NH	603-547-7945

Franchisee	Search Area	Phone Number
Sean & Patricia Nielsen	Brooklyn, NY	347-219-1663
Vivek Patel	Westview, NJ	201-304-4510
Cas Michael Maxwell	Gahanna, OH	740-683-1379
Rita Valla	Bethlehem, PA	610-905-4214
Justin Sherrock	Wayne, PA	610-331-8710
Antonius (Tony) DeSisto	Cranston, RI	813-753-8287
Larry and Kathy Gutierrez	Pasadena, TX	713-816-3052
Dr. Hossien Ghanbari	Frisco, TX	940-782-5418
Ajaz Khan	Tyler, TX	903-714-7988
Deborah Kulnis	Suffolk, VA	757-686-9523
Jason & Emily Chamness	Virginia Beach, VA	757-478-9789

Former Franchisees (that had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or has not communicated with the franchisor within the 10 weeks preceding the Issuance Date of this Disclosure Document):

Franchisee	Address	City	State	Zip	Phone Number
~~**SIGNED BUT NOT YET OPEN AS OF 12/31/17**~~					
~~Bill & Angela Prine*~~	~~1208 Heron Lakes Cricle~~	~~Mobile~~	~~AL~~	~~36693~~	~~251.583.6692~~
~~Daniel Lopez~~	~~1606 Grist Mill Isle~~	~~Phoenix City~~	~~AL~~	~~36867~~	~~847.903.3577~~
~~George & Lisa Vassos*~~	~~35700 E. 160th Avenue~~	~~Hudson~~	~~CO~~	~~80642~~	~~303.378.7941~~
~~George Chatzopoulos *~~	~~325 Boston Post Road,~~	~~Orange~~	~~CT~~	~~06477~~	~~203.809.2392~~
~~Jonathan Tonn~~	~~1743 Balsam Willow Trail~~	~~Orlando~~	~~FL~~	~~32825~~	~~407.506.2898~~
~~Steven K Lenardos~~	~~10552 Greencrest Dr~~	~~Tampa~~	~~FL~~	~~33626~~	~~317.383.1739~~
~~Antonius (Tony) DeSisto*~~	~~500 East Kennedy Blvd., Suite 100E~~	~~Tampa~~	~~FL~~	~~33602~~	~~813.753.8287~~

~~Irangel & Julie Gonzalez*~~	~~317 S. Vine St.~~	~~Roland~~	~~IA~~	~~50236~~	~~515.450.9533~~
~~Scott Kippes~~	~~5813 Laurel Lane~~	~~Prospect~~	~~KY~~	~~40059~~	~~502.541.0200~~
~~Michael & Amy Cooper~~	~~2701 15th Avenue NW~~	~~Austin~~	~~MN~~	~~55912~~	~~507.279.0980~~
~~John Mason~~	~~618 N. Boylan Ave 530~~	~~Raleigh~~	~~NC~~	~~27603~~	~~919.673.3974~~
~~Doug Gilman~~	~~PO Box 151~~	~~New Boston~~	~~NH~~	~~03070~~	~~603.547.7945~~
~~Sean & Patricia Nielson*~~	~~5 Dutchess Dr.~~	~~Allentown~~	~~NJ~~	~~08501~~	~~347.219.1663~~
~~Sean & Patricia Nielson*~~	~~5 Dutchess Dr.~~	~~Allentown~~	~~NJ~~	~~08501~~	~~347.219.1663~~
~~Vivek Patel*~~	~~22nd Street Apt 1807~~	~~Jersey City~~	~~NJ~~	~~07302~~	~~201.304.4510~~
~~Vivek Patel*~~	~~22nd Street Apt 1807~~	~~Jersey City~~	~~NJ~~	~~07302~~	~~201.304.4510~~
~~Cas~~Andrea Kamouyerou & Michael ~~Maxwell~~Kamouyerou	~~6200 Price~~502 Valleybrook Road	~~Malta~~McMurray	~~OH~~PA	~~43758~~15317	~~740.683.1379~~ 724-825-0888

~~FRANCHISEE LIST~~

~~Franchisee~~	~~Address~~	~~City~~	~~State~~	~~Zip~~	~~Phone Number~~
~~Antonius (Tony) DeSisto~~	~~500 East Kennedy Blvd., Suite 100E~~	~~Tampa~~	~~FL (RI location)~~	~~33602~~	~~813.753.8287~~
~~Jean McLean~~	~~12611 Manor Drive~~	~~Pearland~~	~~TX~~	~~77581~~	~~281.924.1452~~
~~Ajaz Khan & Partners~~	~~5731 Thomas Nelson Drive~~	~~Tyler~~	~~TX~~	~~75707~~	~~903.714.7988~~
~~Jason & Emily Chamness*~~	~~704 Tupelo Crossing~~	~~Chesapeake~~	~~VA~~	~~23320~~	~~757.478-9789~~
~~Jason & Emily Chamness*~~	~~704 Tupelo Crossing~~	~~Chesapeake~~	~~VA~~	~~23320~~	~~757.478-9789~~
~~Deborah Kulnis~~	~~5105 Brookstone Way~~	~~Suffolk~~	~~VA~~	~~23435~~	~~757.686.9523~~
~~Ryan Grisard *~~	~~0507 Hunting Crest Ln~~	~~Vienna~~	~~VA~~	~~22182~~	~~703.568.9701~~
~~Ryan Grisard *~~	~~0507 Hunting Crest Ln~~	~~Vienna~~	~~VA~~	~~22182~~	~~703.568.9701~~

~~FRANCHISEES THAT LEFT THE SYSTEM IN 2017~~					
~~Jace Cavanagh~~	~~224 Skyview Dr.~~	~~Pittsburgh~~	~~PA~~	~~15241~~	~~412.327.3391~~

~~REACQUISTIONS FROM FRANCHISEES 2017~~					
~~Ed Smith~~	~~4400 N Scottsdale Rd,~~	~~Scottsdale~~	~~AZ~~	~~85251~~	~~415.246.7502~~
~~Richard & Ying Eley~~	~~10 George Street Unit C~~	~~Bensenville~~	~~IL~~	~~60106~~	~~630.669.0936~~
~~Sean Galligan & Mike Abasciano~~	~~PO Box 67~~	~~Ashland~~	~~MA~~	~~01721~~	~~617.794.7436~~

~~*Area Developer~~

~~Exhibit I~~

EXHIBIT G

STATE ADDENDA

~~**The Simple Greek, LLC**~~

~~STATE ADDENDA AND AGREEMENT RIDERS~~

ADDENDUM TO ~~FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS,~~THE FRANCHISE DISCLOSURE DOCUMENT ~~FOR CERTAIN STATES FOR~~

REQUIRED BY THE ~~SIMPLE GREEK, LLC~~

~~The following modifications are made to The Simple Greek, LLC, a Delaware limited liability company ("**Franchisor**," "**us**," "**we**," or "**our**") Franchise Disclosure Document ("**FDD**") given to Franchisee ("**Franchisee**," "**you**," or "**your**") and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated __________________________, 20___ ("**Franchise Agreement**").~~

~~The following states laws may supersede provisions of the Franchise Agreement, including the areas of termination and renewal of your Franchise: ARKANSAS (~~**STATE OF**~~Stat. Section 70-807),~~ **CALIFORNIA** ~~(Bus. & Prof. Code Sections 20000-20043), CONNECTICUT (Gen. Stat. Section 42-133e et seq.), DELAWARE (Code, Tit. 6, Ch. 25, Sections 2551-2556), HAWAII (Rev. Stat. Section 482E-1), ILLINOIS (815 ILCS 705/1-44), INDIANA (Stat. Sections 23-2-2.7 and 23-2-2.5), IOWA (Code Sections 523H.1-523H.17), MARYLAND (MD. CODE ANN., BUS. REG. §§14-201 TO 14-233 (2004 Repl. Vol.)), MICHIGAN (~~

The Department for Business Oversight for the State of California requires that certain provisions contained in franchise documents be amended to be consistent with California Franchise Investment Law, Cal. Corp. Code Section 31000 et seq., and of the Rules and Regulations promulgated thereunder. To the extent that this Disclosure Document contains provisions that are inconsistent with the following, such provisions are hereby amended.

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

2. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

3. Item 3 is amended to add:

~~Stat. Section 19.854(27)), MINNESOTA (Stat. Section 80C.14), MISSISSIPPI (Code Section 75-24-51), MISSOURI (Stat. Section 407.400), NEBRASKA (Rev. Stat. Section 87-401), NEW JERSEY (Stat. Section 56:10-1), SOUTH DAKOTA (Codified Laws Section 37-5B), VIRGINIA (§§ 13.1-557 through 13.1-574 of the Code of Virginia), WASHINGTON (Code Section 19.100.180), WISCONSIN (Stat. Section 135.03).~~

~~Depending on state law, the provisions of this State-Specific Addendum ("**State Addendum**") may apply to modify the FDD that was given to you, as well as the Franchise Agreement, and any applicable Addenda, Exhibits, Appendices, or mutually-agreed modifications thereto. Specifically, this State Addendum will apply to your Franchise Agreement only if the jurisdictional requirements of a listed state's laws are met independently and without reference to this Addendum, to the Franchise Agreement, or to the FDD. For purposes of the State Addendum, the "**Franchisor's Choice of Law State**" is Pennsylvania and "**Supplemental Agreements**" means Not Applicable. If any inconsistency arises between the Franchise Agreement, FDD, or Supplemental Agreements and this State Addendum, the terms of this State Addendum shall control. Nothing in this State Addendum, the FDD, Franchise Agreement, or Supplemental Agreements should be interpreted or construed as providing an independent basis for Franchisee's assertion~~

~~that any particular state law or provision applies to the FDD, Franchise Agreement, or Supplemental Agreements that would not otherwise apply due to the jurisdictional requirements of such state law or provision.~~

~~**CALIFORNIA**~~

~~The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the FDD.~~

~~California Corporations Code Section 31125 requires us to give to you a FDD approved by the Department of Business Oversight before we ask you to consider a material modification of your Franchise Agreement.~~

~~The Franchise Agreement requires binding arbitration. The arbitration will occur in the Commonwealth of Pennsylvania, the Franchisor's Choice of Law State, with the costs being borne by the prevailing party.~~

~~The Franchise Agreement and Supplemental Agreements require the application of the Franchisor's Choice of Law State. This provision may not be enforceable under California law.~~

Neither Franchisor nor any ~~other~~ person ~~listed~~described in Item 2 of the ~~FDD~~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~~ 8.78(a) et seq~~.,~~. suspending or expelling such persons from membership in such association or exchange.

4. Item 5 is amended to state:

The California Department of Business ~~and Professions Code Sections 20000 through 20043 provide rights~~Oversight requires that we defer collection of the Initial Fees until we have fulfilled our pre-opening obligations to you ~~concerning termination, transfer or non-renewal of a franchise. If the~~ , and you are open for business.

5. Item 17 is amended to state:

The Franchise Agreement ~~or Supplemental Agreements contain a provision that is inconsistent with the law, the law will control.~~

(a) ~~The Franchise Agreement and Supplemental Agreements may provide~~provides for termination upon bankruptcy. ~~Any such~~This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. ~~SEC.~~§ 101 et seq.).

(b) The Franchise Agreement contains~~, and if applicable, the Supplemental Agreements may contain,~~ a covenant not to compete ~~provision~~ which extends beyond the termination of the ~~Franchise. Such provisions~~franchise. This provision may not be enforceable under California law.

(c) The franchise agreement contains a liquidated damages clause. Under California Civil Code ~~Section~~section 1671, certain liquidated damages clauses are unenforceable. ~~Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.~~

~~The Franchise Agreement contains, and if applicable, the Supplemental Agreements may contain, provisions requiring binding arbitration. The arbitration will occur at Franchisor's Choice of Law State.~~

~~Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement or Supplemental Agreements restricting venue to a form outside the State of California.~~

~~You must sign a general release of claims if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law~~

~~(California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).~~

~~Our website has not been reviewed or approved by the California Department of Business Oversight. Any complaints concerning the content of this website may be directed to the California Department of Business Oversight at "www.dbo.ca.gov."~~

~~The parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator's fees.~~

~~Item 6 Item 6 is hereby amended to provide that~~ (d) The Franchise Agreement requires application of the laws of New York. This provision may not be enforceable under California law.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
PURSUANT TO THE ILLINOIS FRANCHISE DISCLOSURE ACT

The Illinois Attorney General requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Illinois Franchise Disclosure Act, 815 ILCS §§ 705/1 et seq. (1987) (the "Act"). To the extent that (i) the jurisdictional requirements of the Act are met and (ii) this Franchise Disclosure Document and Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

(a) To the extent any provision regarding termination or renewal of the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act §§ 815 ILCS §§ 705/19 and 705/20, the provisions of these sections of the Act will control.

(b) No franchisee shall be required to litigate any cause of action, with the ~~highest interest rate allowed by law in California is 10% annually.~~

~~Fee Deferral~~

~~The California Department of Business Oversight requires us to defer payment of the~~ exception of arbitration proceedings, arising ~~Initial~~ ~~Franchise Fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations~~ under the Franchise Agreement~~. Items 5 and 7 of~~ or the ~~FDD and Section III~~Act outside of the State of Illinois, nor shall the Franchise Agreement ~~are hereby amended to~~ provide for a choice of law provision for any state ~~that payment of the~~ other than Illinois~~Initial Franchise Fee is deferred until all of our initial obligations under the Franchise Agreement have been fulfilled by us and you have commenced doing business pursuant to the Franchise Agreement~~.

(c) Any condition, stipulation, or provision purporting to bind a franchisee to waive compliance with any provision of the Act, or any other Illinois law is void. The foregoing requirement, however, shall not prevent a franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, and shall not prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

(d) Item 5 and Item 7 (Initial Franchise Fee-When Due) are amended to state that we will defer collection of the Initial Franchise Fee until we have satisfied our pre-opening obligations to you, and you have commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to our financial condition.

AMENDMENT TO THE THE SIMPLE GREEK FRANCHISE AGREEMENT REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS §§ 705/1 et seq. (1987) (the "Act"), which govern the attached The Simple Greek Franchise Agreement (the "Franchise Agreement"), the parties thereto agree as follows:

1. To the extent of any inconsistences, the Franchise Agreement is hereby amended to further state:

"Section 4 of the Act provides that no franchisee shall be required to litigate any cause of action, with the exception of arbitration proceedings, arising under the Franchise Agreement or the Act outside of the State of Illinois."

2. To the extent of any inconsistences, the Franchise Agreement is hereby amended to further state:

"Illinois law governs the terms of this Franchise Agreement."

3. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

"Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Act, or any other Illinois law is void. The foregoing requirement, however, shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, and shall not prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code."

4. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

"To the extent any provision regarding termination or renewal of the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act §§ 815 ILCS §§ 705/19 and 705/20, the provisions of these sections of the Act will control."

5. Section 3.1 of the Franchise Agreement is hereby amended to state that Franchisor shall defer collection of the Initial Franchise Fee until Franchisor has satisfied its pre-opening obligations to Franchisee, and Franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Illinois Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

THE SIMPLE GREEK, LLC

By:

Brian Carlisle , President
(Print Name, Title)

FRANCHISEE:

By:

,
(Print Name, Title)

PRINCIPAL:

(Print Name)

PRINCIPAL:

(Print Name)

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE INDIANA FRANCHISE DISCLOSURE LAW AND THE INDIANA DECEPTIVE FRANCHISE PRACTICES ACT

The Indiana Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with Indiana law, including the Indiana Franchises Act, Ind. Code Ann. §§ 1 - 51 (1994) and the Indiana Deceptive Franchise Practices Act, Ind. Code Ann. § 23-2-2.7 (1985) (collectively referred to as the "Acts"). To the extent that (a) the jurisdictional requirements of the Acts are met and (b) this Franchise Disclosure Document and Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

(a) To the extent the Franchise Agreement contains provisions allowing the establishment of franchisor-owned outlets that are inconsistent with the Indiana Deceptive Franchise Practices Act § 23-2-2.7(2), the requirements of this section of the Indiana Act will control.

(b) The franchisor may not make any substantial modification of the Franchise Agreement without the franchisee's written consent.

(c) To the extent any provision regarding renewal or termination of the Franchise Agreement is inconsistent with the Indiana Deceptive Franchise Practices Act §§ 23-2-2.7(7) and (8), the provisions of these sections of the Indiana Act will control.

(d) Any requirement in the Franchise Agreement that requires the franchisee to prospectively assent to a release, assignment, novation, wavier or estoppel shall not relieve any person from liability arising under the Acts.

(e) To the extent the covenants not to compete upon expiration or termination of the Franchise Agreement are inconsistent with the Indiana Deceptive Franchise Practices Act § 23-2-2.7(9), the provisions of this section of the Indiana Act will control.

(f) To the extent that any provision of the Franchise Agreement would be deemed unenforceable pursuant to the Indiana Deceptive Franchise Practices Act § 23-2-2.7(10), as this section of the Indiana Act is interpreted and applied, such provision of the Franchise Agreement shall be so deleted therefrom.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND

The Office of Attorney General for the State of Maryland requires that certain provisions contained in franchise documents be amended to be consistent with Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. ~~HAWAII~~

~~The following is added to the Cover Page:~~

Reg. § 14-201 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Maryland Franchise Law"). To the extent that this Disclosure Document or Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. No requirement that you agree to any release, assignment, novation, estoppel or waiver of liability as a condition to your purchasing a The Simple Greek® franchise shall act as a release, estoppel or waiver of any liability under the Maryland Franchise Law.

2. Item 5 is amended to state:

We will defer collection of the Initial Franchise Fee and other initial fees payable to us until we have fulfilled our initial pre-opening obligations to you.

3. Item 17 is amended to state:

(a) Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise.

(b) Any general release required by the terms and conditions of the Franchise Agreement as a condition of renewal, assignment or transfer shall not apply to any liability under the Maryland Franchise Law.

(c) Our right to terminate you upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq*.).

(d) Nothing herein shall waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

THE REGISTRATION OF THIS FRANCHISE ~~WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING~~DISCLOSURE DOCUMENT WITH MARYLAND SECURITIES DIVISION OF THE OFFICE OF ATTORNEY GENERAL 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 IN THIS FRANCHISE DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING~~, OR ENDORSEMENT BY THE SECURITIES COMMISSIONER.

~~**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 (7) DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.~~

~~THIS FRANCHISE 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.~~

~~ILLINOIS~~

~~Sections 4 and 41 and Rule 608~~

AMENDMENT TO THE THE SIMPLE GREEK FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MARYLAND

In recognition of the requirements of the Maryland~~Illinois~~ Franchise Registration and Disclosure ~~Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship~~ Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., and of the Rules and Regulations promulgated thereunder, the parties ~~and conducted through arbitration or litigation shall be subject~~ to ~~Illinois law.~~the attached The ~~FDD,~~Simple Greek Franchise Agreement (the "Franchise Agreement") agree as follows:

1. The Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a franchisee's assent to a release of liability under that Law as a condition for the sale, renewal, assignment or transfer of the franchise. To the extent of any inconsistencies with the Maryland Franchise Registration and ~~Supplemental Agreements are amended accordingly~~Disclosure Law contained in Article 5 or Section 16.3 of the Franchise Agreement, such inconsistent provisions are hereby deleted.

~~The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.~~

~~Section 27 of the Illinois Franchise Disclosure Act states that "no action shall be maintained under Section 26 of [the] Act to enforce any liability created by [the] Act unless brought before the expiration of 3 years after the act or transaction constituting the violation upon which it is based, the expiration of one year after the franchisee becomes aware of facts or circumstances reasonably indicating that he may have a claim for relief in respect to conduct governed by [the] Act, or 90 days after delivery to the franchisee of a written notice disclosing the violate, whichever shall first expire." Section 19.7 of the Area Development Agreement is amended accordingly.~~

~~Section 41 of the Illinois Franchise Disclosure 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." The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.~~

~~Item 17.v, Choice of Forum, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act."~~

~~Item 17.w, Choice of Law, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act".~~

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

~~Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three (3) years~~

~~after the act or transaction constituting the violation upon which it is based, the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).~~

~~Fee Deferral~~

~~The Illinois Attorney General's Office requires us to defer payment of the~~ 2. To the extent of any inconsistencies, Section 3.1 of the Franchise Agreement is hereby amended to add:

"Franchisor will defer collection of the Initial Franchise Fee and other initial fees payable to the Franchisor until Franchisor has fulfilled its initial pre-opening obligations."

3. To the extent of any inconsistencies, Section 15.1 of the Franchise Agreement is hereby amended to further state:

"Our right to terminate you upon your bankruptcy, however, may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq*.)."

4. To the extent of any inconsistencies, Section 23.4 of the Franchise Agreement is hereby amended to further state:

"Nothing herein shall waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland."

5. To the extent of any inconsistencies, Section 23.7 of the Franchise Agreement is hereby amended to further state:

"Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise."

6. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a ~~Initial Franchise Fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre- opening obligations under the Franchise Agreement. Items 5 and 7 of the FDD and Section III of the Franchise Agreement are hereby amended to state that payment of the Initial Franchise Fee is deferred until all of our initial obligations under the Franchise Agreement have been fulfilled by us and you have commenced doing business pursuant to the Franchise Agreement.~~

~~**INDIANA**~~

~~Item 13 of the FDD is amended to add the following:~~

~~Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.~~

~~Item 17 of the FDD is amended to add the following:~~

~~Indiana Code 23-2-2.7-1(7) makes it unlawful for us to unilaterally terminate your Franchise Agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.~~

~~Indiana Code 23-2-2.7-1(5) prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act.~~

~~The "Summary" column in Item 17.r. of the FDD is deleted and the following is inserted in its place:~~

~~No Competitive Business for two (2) years within the Territory.~~

~~The "Summary" column in Item 17.t. of the FDD is deleted and the following is inserted in its place:~~

~~Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us.~~

~~The "Summary" column in Item 17.v. of the FDD is deleted and the following is inserted in its place:~~

~~Litigation regarding Franchise Agreement in Indiana; other litigation in the Franchisor's Choice of Law State. This language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, is fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.~~

~~The "Summary" column in Item 17.w. of the FDD is deleted and the following is inserted in its place:~~

~~Indiana law applies to disputes covered by Indiana franchise laws; otherwise Franchisor's Choice of Law State law applies.~~

~~Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Indiana:~~

~~1. The laws of the State of Indiana supersede any provisions of the FDD, the Franchise Agreement, or Franchisor's Choice of Law State law, if such provisions are in conflict with Indiana law.~~

~~2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Franchise without good cause or in bad faith, good cause being defined under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement relating to termination for cause, to the extent those provisions may be inconsistent with such prohibition.~~

~~3. Any provision in the Franchise Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.~~

~~4. The covenant not to compete that applies after the expiration or termination of the Franchise Agreement for any reason modified to the extent necessary to comply with Indiana Code 23-2- 2.7-1 (9).~~

~~5. The following provision will be added to the Franchise Agreement:~~

> ~~No Limitation on Litigation. Despite the foregoing provisions of this Agreement, any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.~~

~~**MARYLAND**~~

~~Item 17 of the FDD and sections of the Franchise Agreement requiring that you sign a general~~ release, estoppel or waiver ~~as a condition~~ of ~~renewal and or assignment, will not apply to~~any liability incurred under the Maryland Franchise Registration and Disclosure Law.

~~Representations in the Franchise Agreement and Supplemental Agreements~~ 7. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Maryland Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

THE SIMPLE GREEK, LLC

By:

Brian Carlisle , President
(Print Name, Title)

FRANCHISEE:

By:

,
(Print Name, Title)

PRINCIPAL:

(Print Name)

PRINCIPAL:

(Print Name)

AMENDMENT TO THE THE SIMPLE GREEK MULTI-UNIT DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., and of the Rules and Regulations promulgated thereunder, the parties to the attached THE SIMPLE GREEK Multi-Unit Development Agreement (the "Multi-Unit Development Agreement") agree as follows:

1. The Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a franchisee's assent to a release of liability under that Law as a condition for the sale, renewal, assignment or transfer of the franchise. To the extent of any inconsistencies with the Maryland Franchise Registration and Disclosure Law contained in Article 6 of the Multi-Unit Development such inconsistent provisions are hereby deleted.

2. To the extent of any inconsistencies, Section 2.1 of the Multi-Unit Development Agreement is hereby amended to add:

"Franchisor will defer collection of the Initial Fee and other initial fees payable to the Franchisor until Franchisor has fulfilled its initial pre-opening obligations."

3. To the extent of any inconsistencies, Section 9.1.13 of the Multi-Unit Development Agreement is hereby amended to further state:

"Our right to terminate you upon your bankruptcy, however, may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq*.)."

4. To the extent of any inconsistencies, Section 19.4 of the Multi-Unit Development Agreement is hereby amended to further state:

"Nothing herein shall waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland."

5. To the extent of any inconsistencies, Section 19.7 of the Multi-Unit Development Agreement is hereby amended to further state:

"Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise."

6. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

~~Item 17 of the FDD and sections of the Franchise Agreement and Supplemental Agreements are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise. Item 17 of the FDD is hereby amended to the extent required under the Maryland Franchise Registration and Disclosure Law.~~

~~The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A Sec. 101 *et seq*.).~~

~~Section 22.1 of the Franchise Agreement is amended to add the following after the last sentence: "Nothing in this Agreement or in any related agreement is intended to disclaim the representations we have made in the Franchise Disclosure Document."~~

~~Fee Deferral~~

~~The State of Maryland Office of Attorney General - Securities Division requires us to defer payment of the Initial Franchise Fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement. Items 5 and 7 of the FDD and the Franchise Agreement are hereby amended to state that payment of the Initial Franchise Fee is deferred until all of our initial obligations under the Franchise Agreement have been fulfilled by us and you have commenced doing business pursuant to the Franchise Agreement.~~

~~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.~~

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

~~(a) A prohibition on your right to join an association of franchisees.~~

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

~~(c) A provision that permits us to terminate a Franchise prior to the expiration of its term except for good cause. Good cause shall include your failure 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 us to refuse to renew your Franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the Franchise business are not subject to compensation. This subsection applies only if: (i) the term of the Franchise is less than five (5) years; and (ii) you are prohibited by the Franchise Agreement 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 you do not receive at least six (6) months' advance notice of our intent not to renew the Franchise.~~

~~(e)(a) A provision that permits us 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 the State of Michigan. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.~~

~~(g)(a) A provision which permits us to refuse to permit a transfer of ownership of a Franchise, except for good cause. This subdivision does not prevent us 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 our then-current reasonable qualifications or standards.~~

~~(ii) the fact that the proposed transferee is a competitor of us or our subfranchisor.~~

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

~~(iv) your or proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.~~

~~(h) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us a right of first refusal to purchase the assets of a Franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants us the right to acquire the assets of a Franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).~~

~~(i) A provision which permits us to directly or indirectly convey, assign, or otherwise transfer our obligations to fulfill contractual obligations to you 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.~~

~~Any questions regarding this notice should be directed to:~~

~~State of~~ 7. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Maryland Amendment to the Multi-Unit Development Agreement on the same date as that on which the Multi-Unit Development Agreement was executed.

FRANCHISOR:

THE SIMPLE GREEK, LLC

By:

Brian Carlisle ,President
(Print Name, Title)

FRANCHISEE:

By:

,
(Print Name, Title)

PRINCIPAL:

(Print Name)

PRINCIPAL:

(Print Name)

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE
STATE OF ~~Michigan~~
~~Department of Attorney General~~
~~Consumer Protection Division~~
~~Attn: Franchise~~
~~670 Law Building~~
~~525 W. Ottawa Street~~
~~Lansing, Michigan 48913~~
~~Telephone Number: (517) 373-7117~~

MINNESOTA

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 contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. Item 6, Non-Sufficient Funds Fee, is amended to state:

Pursuant to Minn. Stat. § 604.113, the Non-Sufficient Funds Fee is $30.00 per occurrence.

2. Item 17 is amended to state:

Minn. Stat.

~~Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:~~

~~1. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.~~

~~2.~~(a) ~~Minnesota Statute Section~~§ 80C.21 and Minnesota ~~Rule~~Rules § 2860.~~4400J~~4400(J) prohibit ~~the franchisor~~us from requiring litigation to be conducted outside Minnesota, requiring ~~litigation to be conducted outside of Minnesota.~~waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in ~~the FDD or~~this Franchise ~~Agreement can~~Disclosure Document or agreement(s) shall abrogate or reduce (1) any of your rights as provided for in Minn. Stat.~~Minnesota Statutes,~~ Chapter 80C~~,~~ or (2) your rights to any procedure, forum, or remedies provided for by the laws of ~~Minnesota~~the jurisdiction.

~~3. Minn. Rule Part 2860.4400J. prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to arbitration. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. Also, a count will determine if a bond is required.~~

~~4.~~(b) ~~With respect to Franchises governed by Minnesota law, we will comply~~In accordance with Minn. Stat. ~~Minnesota Statute Section~~§ 80C.14~~, Subds~~ subd. 3~~, 4 and -~~5~~, which require~~, except in certain specified cases, ~~that~~we will give you ~~be given~~ 90 ~~days'~~days notice of termination (with 60 days to cure) and 180 ~~days'~~days notice for non-renewal of the Franchise Agreement~~; and that consent to the transfer of the Franchise~~. Additionally, we will not ~~be~~ unreasonably ~~withheld~~withhold our consent to a transfer of your Franchised Business.

~~5. Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in~~

~~compliance~~In accordance with ~~the provisions of the Franchise Agreement and our System standards.~~

~~6.~~(c) Minnesota ~~Rule~~Rules 2860.4400(D~~) prohibits a franchisor from requiring a franchisee to~~), we cannot require you to assent to a general release. ~~As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.~~

(d) In accordance with Minnesota Rules 2860.4400(J), we cannot require you to consent to liquidated damages. Minn. Stat.

~~7. The following language will appear as a new paragraph of the Franchise Agreement:~~

> ~~No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.~~

(e) ~~Minnesota Statute Section~~ § 80C.17 ~~states~~subd. 5 requires that ~~no~~an action ~~for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may~~ be commenced ~~more than~~ pursuant to the Franchise Act within three (3) years after the cause of action accrues.

(f) You cannot consent to us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rules 2860.4400(J).

AMENDMENT TO THE THE SIMPLE GREEK, LLC
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Statutes Chapter 80C, the parties to the attached THE SIMPLE GREEK Franchise Agreement (the "Franchise Agreement") agree as follows:

~~8.~~1. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee's assent to a release other than as part of a voluntary settlement of disputes. To the extent ~~that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail~~of any inconsistencies with the Minnesota Rules requirement contained in Sections 5.2.5 or 16.3.6 of the Franchise Agreement, such inconsistent provisions are hereby deleted.

2. ~~Item 6~~To the extent of any inconsistencies, Section 2.3 of the Franchise Agreement is hereby amended to state:

"Except in certain specified cases as set forth in Minn. Stat. ~~the FDD~~§ 80C.14 subd. 4, Franchisor will give Franchisee 180 days notice for non-renewal of the Franchise Agreement."

~~9.~~3. To the extent of any inconsistencies, Section 3.4 of the Franchise Agreement is hereby amended to state that the ~~Franchisor has the right to assess up to~~non-sufficient funds fee is Thirty Dollars ($30.00) per occurrence. ~~$30.00 of services charges for any checks that are returned for insufficient funds and late charges, or the maximum allowed by Minnesota law.~~

4. ~~The State Cover Page of the FDD~~ To the extent of any inconsistencies, Article XV of the Franchise Agreement is hereby amended to state:

"Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 3, Franchisor will give Franchisee 90 days notice of termination (with 60 days to cure)".

~~10.~~5. To the extent of any inconsistencies, Article 23, Dispute Resolution, of the Franchise Agreement is hereby amended to state ~~that the FRANCHISEE IS NOT RECEIVING AN EXCLUSIVE TERRITORY.~~:

"Franchisor cannot require Franchisee to: (i) conduct litigation outside Minnesota, (ii) waive a jury trial, or (iii) consent to liquidated damages, termination penalties or judgment notes. Nothing in this Franchise Agreement shall abrogate or reduce (1) any of Franchisee's rights as provided for in Minn. Stat.

~~11. The Franchise Agreement and Items 5 and 7 of the Franchise Disclosure Document are amended to provide that payment of initial franchise fees will be deferred until Franchisee has opened the franchised business. The Area Development Agreement is amended to provide that payment of development fees will be deferred until the first location to be developed has opened for business.~~

Chapter 80C or (2) Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Franchisee cannot consent to Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief."

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Statutes Chapter 80C are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Minnesota Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

THE SIMPLE GREEK FRANCHISE, LLC

By:

Brian Carlisle , President
(Print Name, Title)

FRANCHISEE:

By:

,
(Print Name, Title)

PRINCIPAL:

(Print Name)

PRINCIPAL:

(Print Name)

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. The following information is added to the ~~Risk Factors on the~~ cover page of the Franchise Disclosure Document:

> **~~THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS.~~INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, 28 LIBERTY STREET, 21st FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE ~~CONTAINED~~SET FORTH IN THIS ~~PROSPECTUS.~~FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is added at the end of Item 3 ~~of the FDD is modified~~:

Except as provided above, with regard to ~~read as follows:~~

~~Other than as described in Item 3 of the FDD, neither~~the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering ~~Franchises~~franchises under ~~Franchisor's~~the franchisor's principal trademark:

~~Has~~A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations~~,~~.

~~A.~~ B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the ~~Franchise System~~franchise system or its business operations.

~~B. Has~~C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ~~ten (~~10~~)~~ year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: ~~a~~ violation of a franchise, antifraud, or securities law~~,~~; fraud~~,~~

; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

~~C.~~ ~~Is~~D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the ~~Franchise~~franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency~~,~~; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective ~~injunction~~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.

~~Item 4 of the FDD~~3. The following is ~~modified~~added to ~~read as follows:~~the end of Item 4:

~~Other than as described in Item 4 of the FDD, neither~~Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the ~~ten (~~10~~)~~ -year period immediately before the date of the ~~FDD~~offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within ~~one (~~1~~)~~ year after ~~the~~that officer or general partner of the ~~Franchisor~~franchisor held this position in the company or partnership.

4. The following ~~sentence~~ is added to the end of ~~the first paragraph of~~ Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the ~~FDD:~~"Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer"**:

~~We may use the proceeds from your payment of the Initial Franchise Fee to defray our costs and expenses for providing training and assistance to you; for commission payments to brokers involved in the sale of a Franchise to you; for general working capital purposes; and for other expenses.~~

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following ~~paragraphs are added to Item 11 of the FDD:~~

~~You must purchase goods, services, supplies, fixtures, equipment and inventory only from suppliers we have approved ("Approved Supplier(s)"), which may have their own terms and conditions of sale. The Manual will contain a list authorized third-party suppliers. You are prohibited from buying or selling goods, services, supplies, fixtures, equipment and inventory from or to any other current or former The Simple Greek franchisee without notifying us and receiving our written authorization. We may withhold authorization in our sole discretion. We may, in certain circumstances, have used equipment available and~~

~~may offer such equipment to you at discounted prices. You must purchase, install, maintain in sufficient supply, and use, only fixtures, furnishings, equipment, signs, and supplies that conform to the standards and specifications described in the Manual or otherwise in writing. Other than the requirements above, you are not obligated to purchase or lease any goods, services, supplies, fixtures, equipment, inventory or real estate from us or any other specifically designated source.~~

~~We formulate and modify, at our sole discretion, specifications and standards we impose on franchisees and suppliers. Specifications and standards are issued to franchisees through~~language replaces the ~~Manual(s) and to suppliers by written agreement. If you want to use another supplier, you must make a written request to us for approval, which approval will not be unreasonably withheld. Our approval for such request must be given in writing.~~

~~The first paragraph~~"Summary" section of Item 17 ~~of the FDD is revised to read as follows:~~(d), titled **"Termination by franchisee"**:

You may terminate the ~~Franchise Agreement on any grounds available by law.~~

~~Item 17.d. of the FDD is revised to read as follows:~~

~~You may terminate the Franchise Agreement~~agreement on any grounds available by law.

~~Item 17.j. of the FDD is revised to read as follows:~~

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor"**:

However, no assignment will be made except to an assignee who~~,~~ in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

~~Item 17.w. of the FDD is revised to read as follows:~~

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum"**, and Item 17(w), titled "**Choice of law"**:

The foregoing choice of law should not be considered a waiver of any right conferred upon ~~either~~ the franchisor or upon the ~~Franchisee~~franchisee by Article 33 of the General Business Law of the ~~state~~State of New York.

~~FRANCHISOR REPRESENTS THAT IT HAS NOT KNOWINGLY OMITTED FROM~~

NEW YORK RIDER TO THE SIMPLE GREEK, L.L.C.
FRANCHISE ~~DISCLOSURE DOCUMENT ANY MATERIAL FACT, NOR DOES~~AGREEMENT

THIS RIDER TO THE FRANCHISE ~~DISCLOSURE DOCUMENT CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT~~AGREEMENT FOR NEW YORK ("Rider") is entered into by and between THE SIMPLE GREEK, LLC, a Delaware limited liability company, with its principal office at 794 Penllyn Pike, Blue Bell, Pennsylvania, 19422 ("we," "us" or "our") and ______________________ ("you" or "your"), whose principal business address ______________________.

WHEREAS, we and you have entered into a certain Franchise Agreement dated ______________________, which grants you the right to operate a THE SIMPLE GREEK franchise (the "Franchise Agreement");

WHEREAS, ~~**NORTH DAKOTA**~~

~~Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.~~

~~Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring resolution of disputes to be outside 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.~~

~~Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements relating to choice of law 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.~~

~~Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to liquidated damages and/or termination penalties 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.~~

~~Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of trial by jury 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.~~

~~Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of exemplary and punitive damages 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.~~

~~Item 17(r) of the FDD and Section 7 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which Franchisee must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statue, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The FDD and the Franchise Agreement are amended accordingly to the extent required by law.~~

~~Fee Deferral~~

~~The North Dakota Securities Department requires us to defer payment of the Initial Franchise Fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its preopening obligations under the Franchise Agreement. Items 5 and 7 of the FDD and the Franchise Agreement are hereby amended to state that payment of the Initial Franchise Fee is deferred until all of our initial obligations under the Franchise Agreement have been fulfilled by us and you have commenced doing business pursuant to the Franchise Agreement.~~

~~OHIO~~

~~The following language will be added to the front page of the Franchise Agreement:~~

~~You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.~~

~~Initials________________ Date___________~~

~~NOTICE OF CANCELLATION~~

~~________________ (enter date of transaction)~~

~~You may cancel this transaction, without penalty or obligation, within five (5) business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten (10) business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy~~

~~of this cancellation notice or any other written notice to The Simple Greek, LLC,~~ you are domiciled in New York and the THE SIMPLE GREEK franchise will be located in New York, and/or any of the offering or sales activity relating to the Franchise Agreement occurred in the State of New York; and

WHEREAS, in~~794 Penllyn Blue Bell Pike, Suite 219, Blue Bell, PA 19422, (610) 202-7655, not later than midnight of the fifth business day after the Effective Date.~~

~~I hereby cancel this transaction.~~

~~Franchisee:~~

~~By:~~____________________________________
~~Print Name:~~ ____________________________
~~Its:~~____________________________________
~~Date:~~ ________________________________

~~RHODE ISLAND~~

~~§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." The FDD, the Franchise Agreement, and the Supplemental Agreements are amended accordingly to the extent required by law.~~

~~The above language has been included in this FDD as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement and the Supplemental Agreements, including all choice of law provisions, are fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement, the Supplemental Agreements, and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.~~

~~SOUTH DAKOTA~~

~~Fee Deferral~~

~~The South Dakota Dept. of Labor & Regulation requires us to defer payment of the Initial Franchise Fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement. Items 5 and 7 of the FDD and Section III of the Franchise Agreement are hereby amended to state that payment of the Initial Franchise Fee is deferred until all of our initial obligations under the Franchise Agreement have been fulfilled by us and you have commenced doing business pursuant to the Franchise Agreement.~~

~~VIRGINIA~~

~~Item 17(h). The following 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 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 Supplemental Agreements involve~~

~~the use of undue influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable."~~

~~In~~ recognition of the ~~restrictions~~requirements of the General Business Law of the State of New York, Article 33, Sections 680-695, we and you desire to amend certain terms of the Franchise Agreement in accordance with the terms and conditions contained in this Rider.

NOW~~Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for The Simple Greek, LLC for use in the Commonwealth of Virginia~~ THEREFORE, in consideration of the mutual covenants and agreements contained in the Franchise Agreement and this Rider and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we and you agree as follows:

1. Sections 2.2 and 14.3 of the Franchise Agreement are amended by adding the following language to each Section:

However, to the extent required by applicable law, notwithstanding the signing of a General Release, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall ~~be amended as follows:~~remain in force.

~~Additional Disclosure. The following statements are added to Item 17.h.~~

~~Under Section 13.1-564 of the Virginia Retail Franchising Act: It is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do 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~~ 2. Section 14.1 of the Franchise Agreement is amended by adding the following language to this Section:

However, to the extent required by applicable law, Franchisor will not transfer and assign its rights and obligations under the Franchise Agreement ~~and Item 5 of~~ unless the transferee will be able to perform the Franchisor's obligations under the Franchise ~~Disclosure Document are~~Agreement, in Franchisor's good faith judgment.

3. Section 23.7 of the Franchise Agreement is amended ~~to include~~by adding the following language:

~~"~~New York Law governs any cause of action which arises under the New York General Business Law, Article 33, Sections 680-695. The provisions of this Franchise Agreement shall not be deemed a waiver of any rights conferred upon Franchisee by Article 33 of the General Business Law of the State of New York and the regulations issued thereunder.

4. In the event of any conflict between a provision of the Franchise Agreement and this Rider, the provision of this Rider shall control. All terms which are capitalized in this Rider and not otherwise defined, will have the meanings given to them in the Franchise Agreement. Except as amended by this Rider, the Franchise Agreement is unmodified and in full force and effect in accordance with its terms.

5. Each provision of this Rider will be effective only to the extent that the jurisdictional requirements of the New York General Business Law, Article 33, Sections 680-695 are met independent of this Rider.

IN WITNESS WHEREOF, the parties hereto have duly executed this New York Rider to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

THE SIMPLE GREEK, LLC

By: ______________________

Brian Carlisle , President
(Print Name, Title)

FRANCHISEE:

____

By: ______________________

______________________ ,
(Print Name, Title)

PRINCIPAL:

____

(Print Name)

PRINCIPAL:

____

(Print Name)

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following statement is added to Item 5:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement~~."~~.

~~The Area Development Agreement is amended to include the following:~~

~~"~~The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the development fee owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations ~~for the first unit to be developed~~ under the ~~area~~ development agreement~~."~~.

~~**WASHINGTON**~~

~~The state of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement and Area Development 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 and Area Development Agreement in your relationship with the franchisor including the areas of termination and renewal of your Franchise. The FDD, the Franchise Agreement and the Area Development Agreement are amended accordingly.~~

~~In any arbitration involving a Franchise purchased in Washington, the arbitration site shall be either in Washington or in a place as mutually agreed upon at the time of the arbitration, or as determined by the arbitrator. The FDD, the Franchise Agreement and the Area Development Agreement are amended accordingly~~

~~In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail. The FDD, the Franchise Agreement and the Area Development Agreement are amended accordingly~~

~~A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated~~

~~settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable. The FDD, the Franchise Agreement and the Area Development Agreement are amended accordingly~~

~~Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer. The FDD, the Franchise Agreement and the Area Development Agreement are amended accordingly~~

~~Fee Deferral~~

~~The State of Washington Department of Financial Institutions – Securities Division requires us to defer payment~~The following statements are 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 grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

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 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.

AMENDMENT TO THE THE SIMPLE GREEK FRANCHISE LLC FRANCHISE AGREEMENT REQUIRED BY THE COMMONWEALTH OF VIRGINIA

In recognition of the requirements of the Virginia State Corporation Commission's Division of Securities and Retail Franchising, the parties to the attached THE SIMPLE GREEK Franchise, LLC Franchise Agreement (the "Franchise Agreement") agree as follows:

1. Section 3.1 of the Franchise Agreement relating the payment of the Initial Franchise Fee is hereby amended to state that Franchisor will defer collection of the Initial Franchise Fee and other initial payments owed by ~~franchisees~~Franchisee to the ~~franchisor~~Franchisor until ~~the franchisor~~Franchisor has completed its pre-opening obligations under the Franchise Agreement. ~~Items 5 and 7 of the FDD and the Franchise Agreement are hereby amended to state that payment of the Initial Franchise Fee is deferred until all of our initial obligations under the Franchise Agreement have been fulfilled by us and you have commenced doing business pursuant to the Franchise Agreement. Because the Franchisor has material pre-opening obligations~~

2. Each provision of this Amendment shall be effective only to the extent, with respect to ~~each franchised business the Franchisee opens under the Area Development Agreement, the Division will require that the franchise fees be released proportionally with respect to each franchised business~~such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Amendment.

~~The undersigned does hereby acknowledge receipt of~~__________ IN

WITNESS WHEREOF, the parties hereto have duly executed this

~~Addendum: Dated this~~______~~day of~~________________~~20~~_____

~~Franchisor:~~____________________________ ~~Franchisee:~~________________________________

~~**WISCONSIN**~~

~~The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of~~Virginia Amendment to the Franchise Agreement ~~if such provision is in conflict with~~ on the same date as that ~~law. The Franchise Disclosure Document,~~on which the Franchise Agreement ~~and the Supplemental Agreements are amended accordingly~~was executed.

~~APPLICABLE ADDENDA~~

~~If any one of the preceding Addenda for specific states ("**Addenda**") is checked as an "Applicable Addenda" below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement and any other specified agreement(s) entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Disclosure Document.~~

☐	~~California~~	☐	~~Michigan~~	☐	~~Rhode Island~~
☐	~~Hawaii~~	☐	~~Minnesota~~	☐	~~South Dakota~~
☐	~~Illinois~~	☐	~~New York~~	☐	~~Virginia~~
☐	~~Indiana~~	☐	~~North Dakota~~	☐	~~Washington~~
☐	~~Maryland~~	☐	~~Ohio~~	☐	~~Wisconsin~~

~~Dated:~~______________________________, ~~20~~____

______________________________FRANCHISOR:

______________________________THE SIMPLE GREEK, LLC

______________________________By:______________________________

Brian Carlisle , President

(Print Name, Title~~:~~ __________)

~~FRANCHISEE'S OWNERS:~~

____

______________________________FRANCHISEE:

____

______________________________By:______________________________

______________________________, __________

____(Print Name, Title~~:~~ __________)

PRINCIPAL:

(Print Name)

PRINCIPAL:

(Print Name)

AMENDMENT TO THE THE SIMPLE GREEK FRANCHISE LLC MULTI-UNIT DEVELOPMENT AGREEMENT REQUIRED BY THE COMMONWEALTH OF VIRGINIA

In recognition of the requirements of the Virginia State Corporation Commission's Division of Securities and Retail Franchising, the parties to the attached THE SIMPLE GREEK Franchise, LLC Multi-Unit Development Agreement (the "MUDA") agree as follows:

1. Section 2.1 of the MUDA relating the payment of the Development Fee is hereby amended to state that Franchisor will defer collection of the Development Fee owed by Developer to Franchisor until Franchisor has completed its pre-opening obligations under the MUDA.

2. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Virginia Amendment to the Multi-Unit Development Agreement on the same date as that on which the Multi-Unit Development Agreement was executed.

FRANCHISOR:

THE SIMPLE GREEK, LLC

By: ______________________

Brian Carlisle , President
(Print Name, Title)

DEVELOPER:

____

____
(Print Name)

DEVELOPER:

____

____
(Print Name)

EXHIBIT H

RECEIPT
~~(KEEP THIS COPY FOR YOUR RECORDS)~~

This ~~disclosure document~~ Franchise Disclosure Document summarizes certain provisions of the ~~franchise agreement~~Franchise Agreement and other information in plain language. Read this ~~disclosure document~~ Franchise Disclosure Document and all ~~agreements~~exhibits carefully.

If The Simple Greek, LLC ~~("Franchisor"),~~ offers you a franchise, ~~Franchisor~~it must provide this Disclosure Document to you 14 calendar-~~-~~days before you sign a binding agreement with, or make a payment to ~~us~~, the franchisor or an affiliate in connection with the proposed franchise sale.

New York ~~and Iowa require that we give~~requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days ~~(14 calendar days for Iowa)~~ before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. ~~Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.~~

If ~~Franchisor~~The Simple Greek, LLC, does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, ~~D.C.~~DC 20580 and ~~the appropriate State agency Identified in~~to your state authority listed on Exhibit A.

~~The Franchisor is The Simple Greek, LLC, 794 Penllyn Blue Bell Pike, Suite 219, Blue Bell, PA 19422 (844) 576-6695~~

~~Issuance Date: March 28, 2018, *as amended* May 16, 2018 and August 15, 2018 (Effective dates of this Disclosure Document in states requiring registration can be found on the State Effective Date page).~~

The name~~,~~ and principal business address and telephone number of ~~the~~each franchise ~~sellers~~seller offering the franchise ~~are~~is:

Jeremy Dombroski 794 Penllyn Blue Bell Pike Suite 219 Blue Bell, PA 19422 (844) 576-6695	Gina Moughty 794 Penllyn Blue Bell Pike Suite 219 Blue Bell, PA 19422 (844) 576-6695	

Issuance Date: ~~Jeremy Dombroski, 794 Penllyn Blue Bell Pike, Suite 219, Blue Bell, PA 19422 (844) 576-6695~~

____

~~Franchisor authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.~~

March 31, 2019

I ~~have~~ received a ~~Franchise~~ Disclosure Document dated ~~March 28, 2018 *as amended* May 16, 2018 and August 15, 2018~~____ _________, that included the following Exhibits:

~~Exhibit~~
EXHIBIT A~~-~~: List of State Franchise Administrators~~/~~ And Agents ~~for~~For Service ~~of~~Of Process ~~**Exhibit**~~
EXHIBIT B~~-~~: Franchise Agreement
~~Exhibit~~EXHIBIT C~~- Area~~: Multi-Unit Development Agreement ~~Exhibit~~
EXHIBIT D ~~- Contracts~~
~~Exhibit E -~~: Financial Statements ~~Exhibit F - Disclosure Questionnaire Exhibit G -~~ of The Simple Greek, LLC
EXHIBIT E: Operations Manual Table of Contents ~~Exhibit H -~~
EXHIBIT F: List of Franchisees ~~Exhibit I -~~
EXHIBIT G: State Addenda

~~Dated:~~ ______________

____
~~Franchisee~~

____
~~(Print Name)~~

EXHIBIT H: Receipt

DATED: ______________________________

____
(Signature of recipient)

____
(Printed name of recipient)

____

____
Legal residence address

Please ~~execute and~~ return ~~this document immediately upon~~signed receipt ~~via the method prescribed by the Franchisor.~~to The Simple Greek, LLC
794 Penllyn Blue Bell Pike, Suite 219

Blue Bell, PA 19422

EXHIBIT H

RECEIPT ~~(RETURN THIS COPY TO US)~~

This ~~disclosure document~~ Franchise Disclosure Document summarizes certain provisions of the ~~franchise agreement~~Franchise Agreement and other information in plain language. Read this ~~disclosure document~~ Franchise Disclosure Document and all ~~agreements~~exhibits carefully.

If The Simple Greek, LLC ~~("Franchisor")~~, offers you a franchise, ~~Franchisor~~it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to ~~us~~, the franchisor or an affiliate in connection with the proposed franchise sale.

New York ~~and Iowa require that we give~~requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days ~~(14 calendar days for Iowa)~~ before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. ~~Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.~~

If ~~Franchisor~~The Simple Greek, LLC, does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, ~~D.C.~~DC 20580 and ~~the appropriate State agency Identified in~~to your state authority listed on Exhibit A.

~~The Franchisor is The Simple Greek, LLC, 794 Penllyn Blue Bell Pike, Suite 219, Blue Bell, PA 19422 (844) 576-6695~~

~~Issuance Date: March 28, 2018 *as amended* May 16, 2018 and August 15, 2018 (Effective dates of this Disclosure Document in states requiring registration can be found on the State Effective Date page).~~

The name~~,~~ and principal business address and telephone number of ~~the~~each franchise ~~sellers~~seller offering the franchise ~~are~~is:

- ~~Jeremy Dombroski, 794 Penllyn Blue Bell Pike, Suite 219, Blue Bell, PA 19422 (844) 576-6695~~
- ______

~~Franchisor authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.~~

Jeremy Dombroski 794 Penllyn Blue Bell Pike Suite 219 Blue Bell, PA 19422 (844) 576-6695	Gina Moughty 794 Penllyn Blue Bell Pike Suite 219 Blue Bell, PA 19422 (844) 576-6695	

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EXHIBIT D ~~Contracts~~
~~Exhibit E~~: Financial Statements ~~Exhibit F - Disclosure Questionnaire Exhibit G -~~ of The Simple Greek, LLC

EXHIBIT E: Operations Manual Table of Contents ~~Exhibit H -~~
EXHIBIT F: List of Franchisees ~~Exhibit I -~~
EXHIBIT G: State Addenda

~~Dated:~~ ______________

____ ~~Franchisee~~

____

____

~~(Print Name)~~

~~Please execute and return this document immediately upon receipt via the method prescribed by the Franchisor.~~ EXHIBIT H: Receipt

DATED: ________________________________

____ (Signature of recipient)

____ (Printed name of recipient)

____

____ Legal residence address

KEEP FOR YOUR RECORDS