FRANCHISE DISCLOSURE DOCUMENT

Yogis Grill Franchise Management, Inc
an Arizona corporation
P.O. Box 13616
Chandler, AZ 85248
(949) 922-1245
ygfranchisemgmt@gmail.com
www.yogisgrill.com

The franchisee will operate a restaurant under the name Yogis Grill. This restaurant will offer high quality Japanese cuisine at reasonable prices.

The total investment necessary to begin operation of a Yogis Grill franchise ranges from $268,050 to $434,055. This includes an initial franchise fee of $30,000 that must be paid to the franchisor, or its affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Won B. Kyeh at P.O. Box 13616, Chandler, AZ 85248, and 949-922-1245.

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

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as ‘‘*A Consumer’s Guide to Buying a Franchise*,’’ which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTCHELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issued on: March 23, 2017.

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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 OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit K 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 RESOLVE DISPUTES WITH US BY ARBITRATION AND ONLY IN ARIZONA. 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 ARIZONA THAN IN YOUR OWN STATE.

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

3. YOUR SPOUSE AND THE SPOUSES OF FRANCHISE OWNERS, PARTNERS, MEMBERS, OFFICERS, AGENTS, DIRECTORS, AND TRUSTEES, MUST SIGN A PERSONAL GUARANTY MAKING THEM JOINTLY AND SEVERALLY LIABLE FOR ALL DEBTS AND OBLIGATIONS OF THE FRANCHISE WHETHER OR NOT THEY ARE INVOLVED IN THE OPERATION OF THE FRANCHISE BUSINESS. THIS REQUIREMENT PLACES ALL THE PERSONAL ASSETS OF YOU, YOUR SPOUSE AND YOUR OWNERS AT RISK.

4. THE FRANCHISE AGREEMENT REQUIRES FRANCHISEES TO WAIVE RIGHTS TO CLASS AND/OR MASS ACTIONS.

5. 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.

6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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

Effective Date: See the next page for state effective dates.

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STATE EFFECTIVE DATES

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

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:

California

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

To simplify the language in this Franchise Disclosure Document, "Yogis Grill Franchise Management", "we" or "us" means Yogis Grill Franchise Management, Inc., the "Franchisor." "You" means the person, corporation, partnership or other business entity that buys the franchise, the "Franchisee." If you are a business entity, "you" includes your owners.

The Franchisor

Yogis Grill Franchise Management is an Arizona corporation that was incorporated on June 27, 2007. Our current principal business address is P.O. Box 13616, Chandler, AZ 85248, and our phone number is (949) 922-1245. We are not engaged in any other type of business activity. Our agent for service of process is Won B. Kyeh, and our registered office is our principal place of business. Our agent for service of process in other states in which we may sell franchises is disclosed in Exhibit K.

We grant franchises for the operation of a casual Japanese cuisine restaurant using the name Yogis Grill. We have been offering Yogis Grill franchises in the United States since May 2007. We do not sell franchises in any other line of business.

Our Parents, Predecessors, and Affiliates

We do not have a parent company.

Sung Ho Na, Frank Lee and Won B. Kyeh have owned and operated several Yogis Grill Casual Japanese Restaurants over the past 17 years. Although they no longer own any of the businesses listed below, the businesses are all still open and actively operated by third parties. Below is a list of the various Yogis businesses owned at some point in the last 17 years. None of these were sold or operated as franchises. They have been granted the right to use the Yogis name as shown below.

Yogis Teriyaki in Santa Ana, California, started in October of 1995 and was operated by Sung Ha Na until it was sold in April of 2003.

Yogis Teriyaki in Costa Mesa, California was opened in April of 1997, and operated by Frank Lee until it was sold in October of 2003.

Yogis Teriyaki in Garden Grove, California was opened in February of 2003, and operated by Frank Lee until it was sold in May of 2004.

Yogis Teriyaki in Orange, California was opened in July of 2003, and operated by Mim Kang. Now it is operated as a Yogis Teriyaki and Sushi by an independent owner.

Yogis Teriyaki in Las Vegas, Nevada was opened in May of 2004, and is being operated by Brian and Yom Sum.

Yogis Teriyaki in Harbor City, California was opened in October of 2003, and operated by Sung Ho Na until it was sold in April of 2004.

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Yogis Teriyaki in Tustin, California was opened in October of 2003, and operated by Won B. Kyeh until it was sold in October of 2005.

Yogis Teriyaki in Torrance, California was opened in March of 2004, and operated by Ham Shim until it was sold in July of 2004.

Yogis Teriyaki in Anaheim, California was opened on October 1, 2005, and operated by Frank Lee until it was sold to Mr. Chung on January 31, 2006.

Yogis Teriyaki in Lake Forest, California was opened in March of 2005, and operated by Sung Ho Na and Frank Lee until it was sold in March of 2007.

Yogis Teriyaki & Grill, Inc., an affiliated company, currently operates three Yogis Grill Casual Japanese Restaurants located in the Phoenix, Arizona metropolitan area and one in Woodland Hills, California. In addition to these four company owned units, there are twelve Yogi's Grill franchised units operating in Arizona.

The Franchise Offered

A franchised Yogis Grill enjoys the right to use our name, procedures, and methods, collectively the "System", to own and operate a Yogis Grill restaurant ("Restaurant"), all of which may be improved, further developed, or otherwise modified. The Restaurants are only involved in the food business. We also provide take-out service and catering. Our locations are on busy streets in area regional shopping centers. Franchised Restaurants will have approximately 1,500 to 2,000 square feet of leased space.

To become one of our franchisees, you must sign the Franchise Agreement attached hereto as Exhibit A. If you are a corporation, partnership, limited liability company, or other business entity, all owners must sign the Acknowledgement Regarding Ownership and Guaranty of Franchisee's Obligations, attached to the Franchise Agreement. All of the terms of the Franchise Agreement will apply to all of the owners. The Franchise Agreement grants you a license to use certain logos, service marks and trademarks, including the Yogis Grill logo and trademark collectively the "Marks." We have developed a unique "System" for the operation of a Yogis Grill business. You will manage a Restaurant under the System, at a location identified in the Franchise Agreement as the Premises. The Premises will be in an area identified in the Franchise Agreement as the "Designated Territory", an area assigned exclusively to you to operate a Restaurant. The Franchise Agreement will be for a term beginning on the Effective Date of the Franchise Agreement, and expire 10 years from the Effective Date the "Initial Term." You must operate the Restaurant in your Designated Territory. You must use the System in operating your Restaurant. You must at all times perform your obligations under this Franchise Agreement faithfully, honestly, and diligently, and use your best efforts to promote the Restaurant.

Industry Overview and Competition

Japanese food, once little more than a niche occupant in the greater scope of American cuisine, has become increasingly popular in recent years. Japanese cuisine is known around the world for its distinctive taste and appearance, and Japanese chefs take much pride in their presentation. Aesthetically pleasing displays of the various dishes are just as important as the meal itself. Each one of the Japanese dishes is artfully arranged in individual bowls, plates and dishes for each person. Some courses can be presented at one time and eaten in no particular order. The market for casual Japanese food is developed and competitive. You may have to compete with other businesses including franchised operations, national chains and independently owned companies

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offering the same services.

Licensing and Regulations

There are no regulations specific to the industry in which the Restaurants operate, although the Restaurant will be subject to the requirements of health department rules, regulations and inspections, city occupancy permits, ordinances, building codes, zoning, licensing, certifications, and other federal, state, and local laws and ordinances. You will also be subject to the laws and regulations of the American Disabilities Act, federal wage and hour requirements, the Occupational Health and Safety Act, and local, city, and state governmental authority health requirements and regulations, among others. It is your responsibility to investigate and comply with the regulations that apply to the business and the operation of the business in your area.

ITEM 2
BUSINESS EXPERIENCE

President and Co-Founder: Sung Ho Na

Sung Ho Na is the President and Co-Founder of Yogis Grill Franchise Management, and Secretary for the Yogis Grill restaurant located in Mesa, Arizona. In 1995, he started Yogis Teriyaki in Santa Ana, California, and was involved with this restaurant until 2005. It was the company's very first restaurant. From March 2005 through March 2007, he owned and operated a Yogis Grill in Lake Forest, California. Sung developed most of the Teriyaki menu items, which are still Yogis' best sellers. He has also developed all the recipes for Yogis' sauces.

Vice-President and Co-Founder: Won B. Kyeh

Won B. Kyeh is the Vice-President and Co-Founder of Yogis Grill. He opened Yogis Teriyaki in Tustin, California in 2003, after working for Yogis for several years. As a small business owner, he worked up and experienced every aspect of restaurant management, including business planning, hiring, advertising, purchasing and accounting. In 2005, Yogis Grill decided to expand the family business into a franchise and established Yogis Teriyaki & Grill, Inc., and Arizona Corporation.

Won has been the President of the Yogis Grill at 1130 W. Grove Avenue, Suite 104, Mesa, Arizona since it was conceived on December 13, 2005.

Secretary and Co-Founder: Frank Lee

Frank is the Secretary and Co-Founder of Yogis Grill. Frank was Co-Owner of Yogis Teriyaki and Grill in Lake Forest, California from February 2005, until it was sold in April of 2007. In April 1997, Frank opened a Yogis Grill in Costa Mesa, California, and operated that restaurant until it sold in May of 2004. He owned and operated two other Yogis Grills from February 2003 through May of 2004, located in Garden Grove, California and Anaheim, California.

Frank has been the Vice-President of the Yogis Grill at 1130 W. Grove Avenue, Suite 104, Mesa, Arizona since it was conceived on December 13, 2005.

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ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

You must pay us an initial franchise fee ("Initial Franchise Fee") of $30,000 when the Franchise Agreement is signed for the right to operate the business within the Designated Territory, subject to the terms and conditions contained in the Franchise Agreement. You must pay the Initial Franchise Fee in a lump sum payment.

We reserve the right to offer discounts for multiple unit purchases, if purchased at the same time.

The Initial Franchise Fee is uniform to all new franchisees and is deemed fully earned by us upon receipt as consideration for our services to that time, including without limitation, screening of and processing your application, counseling, and consultation and is not refundable in whole or in part, except that we may cancel the Franchise Agreement without cause and refund your Initial Franchise Fee at any time before training has commenced, or, if we cannot agree on a site for your restaurant, we may, at our option and in our sole discretion, release you from your franchise agreement and refund your franchise fee.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	5% of the monthly gross sales generated by your Restaurant[1]	By the 5th day of the month following the month during which the revenues were generated	We require this fee to be paid by an electronic transfer See Notes 1 and 2
Advertising Fee	2% of the monthly gross sales generated by your Restaurant	By the 5th day of the month following the month during which the revenues were generated	When implemented, we will require this fee to be paid by an electronic transfer See Notes 1 and 2
Local Advertising Expenditure	Monthly local advertising budget to be determined by you	Not applicable	Further details can be found in Item 11, under the subheading "Advertising"

[1] The Royalty Fee in Arizona is 3% of monthly gross sales generated by your Restaurant because it is less expensive to support the franchisee in Arizona.

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Type of Fee	Amount	Due Date	Remarks
Technology Support Fee	$150 per month	By the 5th day of the month following the month during which the revenues were generated	When implemented, we will require this fee to be paid by an electronic transfer See Note 3
Vendor Approval Fee	$100	As incurred	If you want to use a vendor not currently approved by us. Further details can be found in Item 8, under the subheading "Approved Products and Vendors"
Renewal Fee	$10,000	90 days prior to renewal	For an additional 5-year period See Note 1
Refresher Training Fee	$2,000 training fee (2 persons, 2 weeks)	30 days before the expiration of the term of the Franchise Agreement	Required when you renew the Franchise at the end of the agreed term See Note 1
Transfer Fee/Training Fee	$10,000 transfer fee plus $2,000 training fee (2 persons, 2 weeks)	Payable on transfer of your rights under the Franchise Agreement	These are fees that you and the transferee jointly and severally are responsible to pay See Note 1
Audit Fees	Difficult to ascertain, due to a variety of factors, but likely to be in range of $2,000 to $5,000	30 days after billing	Payable only if audit shows an under-statement of at least 2% of Gross Revenue for any month See Note 1
Fines	Up to $500 per incident	Upon demand	Payable if you fail to comply with a mandatory standard or operating procedure and you do not cure the non-compliance within the timeframe we require. See Note 1
Relocation Fee	$5,000	Upon application for review and approval of your new location	Payable to us for evaluation, review, assistance, and approval See Note 1
Insurance	Varies according to carrier	As incurred	If you fail to obtain required insurance, we may obtain such insurance at your expense, and charge you for reimbursement of the cost, even though we are not obligated to do so See Note 1
Costs and Attorneys' Fees	Varies according to circumstance	Upon settlement or conclusion of claim or action	Payable as incurred by us in obtaining any relief for the enforcement of any item of the Franchise Agreement See Note 1

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Type of Fee	Amount	Due Date	Remarks
Indemnification	Varies according to circumstance	As incurred	You must indemnify us, and reimburse us for any costs (including our attorneys' fees), if we are held liable for any claims arising from your Restaurant
Operating and Special Assistance	$500 per day, minimum 2 days, plus expenses	At completion of assistance	Expenses paid by you See Note 4
Late Reporting Fees	$10 per day, starting the 11th day after a report is due to us	As incurred	Payable in addition to other payments to us See Note 1
Interest on Overdue Amounts	1.5% per month or the highest commercial interest rate that the law allows on amounts owed to us	As incurred	Interest begins from the date of non-payment or underpayment See Note 1
Return or Dishonored Payment Fee	$30 per dishonored or returned check or failed electronic transfer, plus bank fees	As incurred	You must pay us for any fees that we incur due to the returned or dishonored check, draft, transfer or debit. See Note 1
Collection Charges	Varies according to circumstance	As incurred	You must pay all collection charges associated with our efforts in collecting any amounts owed to you or us under the Franchise Agreement
Mandatory Annual Conventions	Varies according to venue	As incurred	You must stay at the hotel or resort where the convention is located unless it is local

Notes:

1. All fees are imposed by and are payable to us. All fees are nonrefundable and uniformly imposed on franchisees. At our request, you must sign and return to us the Electronic Funds Transfer form (Exhibit E) that authorizes us to receive the monthly Royalty and Advertising Fees by means of a debit to your checking account. You agree to be certain that the funds are available in that account at the scheduled time each month. You agree not to reduce the amount of any payment due to us by any claim you may have against us, for any amount owed to governmental entities, or for any other reasons in which you may believe you are entitled to a set off. You agree to pay all taxes, when due, to the appropriate governmental entities.

2. Gross sales includes all revenues and receipts from the sale of all services and products from your Restaurant, whether for cash or credit, and income of every kind related to the Restaurant, but does not include sales taxes or other taxes collected from customers by you for transmittal to the appropriate taxing authority.

3. The Technology fee is for support and maintenance of the franchise website.

4. At your request, we will provide additional assistance beyond our standard support, the price of $500 per day for the time of the respective personnel performing such assistance, plus other reasonable expenses, including all transportation, lodging, and other travel-related expenses.

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5. Any payment that we do not receive or that is not paid in full on its due date will be considered overdue. We may require future payments and contributions due under the Franchise Agreement by telegraphic transfer, auto-draft arrangements, electronic funds transfer, debit, or other means we may specify, to a bank account or address designated by us.

ITEM 7
ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Low Amount	High Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (1)	$30,000	$30,000	Lump sum	Upon execution of the Franchise Agreement	Us
Travel and Living Expenses for Initial Training (2)	$1,000	$4,000	As incurred	As incurred	Airlines, hotels, and restaurants
Lease, Utility and Security Deposits (3)	$15,000	$20,000	As agreed	When you sign your lease or start an account with a utility company	Landlord, utility company
Insurance Premium, 3 months (4)	$750	$1,005	As agreed	Prior to opening	Insurance agent or carrier
Business License and Permits (5)	$150	$300	As incurred	As incurred	Government agencies
Rent, 3 months (6)	$13,500	$21,000	As agreed	As agreed	Landlord
Blueprints, Plans, Permits, Architectural Fees	$10,000	$15,000	As agreed	As agreed	Architect, planner, city, county, or state
Leasehold Improvements (7)	$100,000	$200,000	As agreed	As agreed	Third parties
Signage and Graphics (8)	$10,000	$15,000	As incurred	As agreed	Vendor
Furniture, Fixtures, and Equipment (9)	$50,000	$70,000	As incurred	As agreed	Vendor
Internet, 3 months	$200	$300	As agreed	As agreed	Third parties
Initial Inventory and Operating Supplies (10)	$10,000	$15,000	As incurred	As agreed	Vendor
Initial Advertising and Grand Opening (11)	$2,000	$2,000	As incurred	As agreed	Us or Vendor
Additional Funds, 3 Months (12)	$25,000	$40,000	As agreed	As incurred	Employees, utilities, suppliers, etc.

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Type of Expenditure	Low Amount	High Amount	Method of Payment	When Due	To Whom Payment is to be Made
Technology Support Fee, 3 months (13)	$450	$450	As incurred	As incurred	As agreed
Total Estimated Initial Investment (13)	**$268,050**	**$434,055**			

Notes:

1. The details of the Initial Franchise Fee are described in Item 5, including available financing, and the conditions in which this fee is refundable.

2. This estimates the travel and living expenses, including airfare, which you will incur when you and your employees attend the initial training program. The cost you incur will vary depending upon factors such as distance traveled, mode of transportation, travel preferences (such as air travel or ground transportation), nature of accommodations, per diem expenses actually incurred, and the number of persons who attend training. It does not include any wages or salary for you or your trainees during training.

3. These are estimated amounts of lease costs and utility deposits. These amounts will vary in each market and may be refundable.

4. This is an estimate of insurance premiums for the initial 3 months of business operation. Your costs will vary depending on your market, the amount of coverage you select, your insurance carrier, and other factors. See Item 8 for more details regarding insurance.

5. You are required to obtain a business license or permit before you commence operations of the Restaurant. Local, municipal, county, and state regulations vary on what licenses and permits are required in order for you to operate.

6. You will need to rent or acquire space for your Restaurant. Rent varies considerably from market to market, and from location to location in each market. This figure is an estimate of the rent for 3 months.

7. You may need to construct improvements, or "build out," the Premises at which you will operate your Restaurant. You may be able to negotiate various terms with your Landlord, including paying for some of the build out costs. Also, you may seek to finance some or all of your build out costs through your Landlord or other financing sources. A variety of factors may affect the amount of necessary improvements, availability of Landlord and other financing, the monthly overall costs of the financing, and other terms relevant to your decision whether to pay or finance the build out costs.

8. The cost of signage and graphics will vary from location to location depending on lease requirements, local ordinances and restrictions, store frontage, and related factors. We can provide assistance to you if needed. The final design must be submitted to us for review and approval.

9. You will need to purchase furniture and fixtures for the Restaurant that meet our specifications and are from approved or designated vendors (where there are approved or designated vendors). You may decide to lease the furniture and/or equipment needed rather than purchasing it with a lump sum payment. A variety of factors (such as the condition of the national and regional economy, availability of credit, number of suppliers leasing products in your area, the interest rates offered by suppliers, duration of leases offered, security requirements, and your credit history) may affect the availability of leased products, the monthly and overall costs of the leases, and other

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terms relevant to your decision whether to purchase or lease the furniture and/or equipment. The amounts listed are an estimate and may vary per your location and market.

10. This estimate covers various supplies you will need in your initial phase of operation. You are required to obtain these items from us or from our designated sources.

11. You are required to provide funding for grand opening advertising and a promotional program which will be approved and administered by us. This is due to us 60 days from the time of signing or 30 days prior to the date of opening, whichever comes first. Additional details can be found in Item 11 under the Subheading "Advertising."

12. You will need additional capital to support on-going expenses during the initial 3 months after you open for business. The estimate includes items such as payroll, royalty, advertising fees, additional advertising, repairs and maintenance, bank charges, miscellaneous supplies and equipment, state tax, and other miscellaneous items, that may not be covered by sales revenues.

    The actual expenses you incur during the start-up period will depend on factors such as how much you follow our methods and procedures, your management skills, your experience and business acumen, location of your franchise, local economic conditions and market for your product, prevailing wage rate, competition, and sales level reached during this initial period.

13. The Technology Support Fee is for support and maintenance of the franchise website.

14. The figures in this table are only estimates. In compiling these estimates, we have relied on the experience and data collected from our affiliate that operates a similar Restaurant. We do not guarantee that you will not have greater start-up expenses other than these estimates or that you will not need more operating funds other than these estimates. We do not imply or guarantee that you will "break even" by any particular time. We do not offer direct or indirect financing to you for any items. The availability of financing through third-party lenders, if any, will depend on factors such as the lending policies of such financial institutions, the collateral you may have, your creditworthiness, and the general availability of financing.

    Unless otherwise noted above, expenditures are non- refundable.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

General

To ensure that the highest degree of quality and service is maintained, you must adhere to the uniformity requirements and quality standards associated with our system which is the subject of the Franchise Agreement.

At all times during the term of the Franchise Agreement, you must:

- Offer and sell approved services and products only in the manner we have prescribed;
- Not deviate from our standards and specifications, unless you have received our prior written consent
- Cease to offer and sell any disapproved product or service that we at any time decide (in our sole determination) to disapprove in writing; and

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- Not offer for sale, sell at, or sell from the Restaurant, or any other location, any services or products we have not approved, unless said services/goods pertain to a completely unrelated business.

Approved Products and Vendors

We have established specifications for types, models and brands of certain inventory, fixtures, furnishings, equipment, computers, software, signage, supplies and other products. You must purchase the unique Yogis Grill Teriyaki Sauce from JFC International, Inc., the only designated vendor for teriyaki sauce. Other sauces including Spicy Teriyaki Sauce, Tempura Sauce, Crazy Tuna Sauce, Miso Soup, Udon Soup and Sushi Su must be purchased directly from us or through one of the company-owned outlets. In-house making or purchasing from other vendors is a significant breach of the Franchise Agreement. We will furnish these standards to you in the Operations Manual or otherwise in writing. You must purchase only products meeting those specifications, and if we require it, only from those vendors we have approved including ourselves, or our affiliates. We reserve the right to amend these specifications from time to time.

In our fiscal year ending December 31, 2016, we received gross revenues in the approximate amount of $3,550 from the sale of products or services to our franchisees, which was approximately 1.6% of our total revenues received from franchisees of $223,766.

Our affiliated company, Yogis Grill and Teriyaki, Inc., received the amount of $9,630 from franchisees for the purchase of our specialty sauces during 2016.

We may designate a single source or vendor for any product, service, equipment, supply or material and may approve a supplier or distributor only as to certain products. The designated vendor may be us or an affiliate of ours. We will not derive any revenue from your purchases or leases of any inventory, fixtures, supplies and equipment from our designated suppliers or vendors.

We estimate that your purchases or leases from us or approved vendors in accordance with our specifications will represent approximately 50% to 70% of your total purchases in establishing your Restaurant, and 60% to 80% of your total purchases in your continuing operation of your Restaurant (not including amortization, depreciation, or replacement of worn or obsolete improvements, equipment or fixtures).

If you would like to buy any product(s) or item(s) from an unapproved vendor, you may submit your request on our "Vendor Approval Criteria and Request Form." If the vendor you submit has not previously been used by us, we will evaluate and consider the vendor after receipt of their samples and your payment of a $100 fee for processing and evaluation. Based on the information and samples you supply to us, we will test the items supplied and review the proposed vendor's financial records, business reputation, delivery performance, credit rating, and other information. Our review will be completed by 30 days from receipt of samples. You may not purchase from any proposed vendor until you receive our written approval. We reserve the right, at our option, to periodically re-inspect the facilities and products of any approved supplier and revoke our approval if the supplier does not continue to meet any of our then-current criteria. If we decide to revoke the approval, we will provide you with a written 30-day notice.

We may establish strategic alliances or preferred vendor programs with companies that are willing to supply some products or services to some or our entire franchised Restaurant's. In doing so, we seek to promote the overall interests of our System and our interests as the Franchisor. If we establish these types of alliances or

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programs, we may limit the number of approved suppliers with whom you may deal, we may designate sources that you must use for some or all products and services, and we may refuse to approve proposals from you to add new suppliers, if we believe that refusal to is in the best interest of the System. Currently, there are no purchasing or distribution cooperatives in existence. None of our officers owns an interest in any companies that are vendors or suppliers to our franchises.

We reserve the right to collect and retain any manufacturing allowances, marketing allowances, rebates, credits, monies, payments and benefits offered to us or our affiliates based upon your purchases or products and other goods and services. These incentives will be retained or distributed by us, at our sole determination. For the year ending December 31, 2016, we did not receive any incentives.

Computer System

You must obtain and use the computer hardware and/or operating software and/or communication capabilities we specify. We may modify specifications for and the components of the computer system ("Computer System"). The Computer System is described in more detail in Item 11.

Advertising

We use the Advertising Fees to promote the System. All advertising, marketing, and promotional plans you use must be in the media and type of format that we approve. You must conduct the activities in a dignified manner, and they must conform to our standards and requirements. You must submit samples of plans and materials to us for review and obtain written approval before using any advertising.

Insurance

You must purchase and maintain, at your expense, an insurance policy or policies protecting you, us, and our affiliates. The coverage must remain in full force and effect at all times during the term of the Franchise Agreement. The coverage must include the type and amount listed below, and/or coverage required by your landlord:

Type of Coverage	Amount[2]	Maximum Deductible
General Liability (each occurrence)	$500,000	$2,500
General Liability (general aggregate)	$1,000,000	$2,500
Personal Liability (each occurrence)	$500,000	$2,500
Fire Damage	$250,000	$2,500
Medical Expenses	$50,000	$2,500
Employee benefit liability	$1,000,000	$2,500
Umbrella liability (each occurrence)	$500,000	$2,500
Umbrella liability (general aggregate)	$1,000,000	$2,500
Property insurance	Replacement cost	$2,500

You must also obtain and keep in force employer's liability and workers' compensation insurance as prescribed by law.

[2] Should your landlord require an amount higher than those specified herein, you must meet your landlord's requirements.

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You must purchase insurance only from carriers rated "A-VIII" or better by the most recent *Key Rating Guide* published by the A.M. Best Company (or a similar publication that we approve). The polices must provide protection against any demand or claim relating to personal injury, death, negligence, or property damage, or any loss, liability or expense arising from the operation of the Yogis Grill Franchised Business. All policies must name us and any affiliates we designate as additional insureds and must provide that each policy cannot be cancelled or modified unless we are given 30 days' prior written notice. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, changing economic conditions, or other relevant changes or circumstances. You must deliver to us (and in the future, maintain on file with us) valid and current certificates of insurance showing that all required insurance is in full force and effect. If you fail to obtain or maintain the insurance we specify, we may (but need not) obtain the insurance for you on your behalf (see Item 6 of this document), and charge you for reimbursement of those costs. The cost of your premiums will depend on the insurance carrier's charges, terms of payment, and your insurance history.

Credit Cards

You must accept credit cards to facilitate sales. Credit cards accepted shall include Visa, MasterCard, and American Express.

Except as stated above, you are not obligated to purchase or lease any other goods, services, products, or materials in accordance with specifications from us or from designated sources. We do not provide any material benefits (i.e. renewal or additional franchises) to you based on your use of designated or approved vendors, except as explained in this Item 8.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation		Section(s) in Agreement	Disclosure Document Item(s)
a.	Site selection and acquisition/lease	2, 4, 6, 7	6, 7, 8, 11
b.	Pre-opening purchases/leases	6, 7	7, 8
c.	Site development and other pre-opening requirements	6, 7	6, 7,11
d.	Initial and ongoing training	6, 7	11
e.	Opening	6	11
f.	Fees	3, 4, 5, 14	5, 6, 7, 11
g.	Compliance with standards and policies/ Operations Manual	5, 6, 7, 8, 9, 16, 17	8, 11, 15, 16

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Obligation		Section(s) in Agreement	Disclosure Document Item(s)
h.	Trademarks and proprietary information	8, 16	13, 14
i.	Restrictions on products/services offered	7	8, 16
j.	Warranty and customer service requirements	7	Not Applicable
k.	Territorial development and sales quotas	4,	12
l.	Ongoing product/service purchases	6, 7	8
m.	Maintenance, appearance, and remodeling requirements	3, 6, 7	11
n.	Insurance	12	6, 7, 8
o.	Advertising	4, 5, 6, 7, 10	6, 7, 8, 11
p.	Indemnification	12	6, 14
q.	Owner's participation/management/staffing	7	11, 15
r.	Records and reports	7, 9, 11	11
s.	Inspections and audits	7, 11, 20	6, 11
t.	Transfer	14	17
u.	Renewal	3	17
v.	Post-termination obligations	17	17
w.	Non-competition covenants	15, 17	17
x.	Dispute resolution	22	17

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation. We do not intend to sell, assign, or discount to a third party all or part of any of your financing arrangements.

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

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

Pre-Opening Obligations

Before you open your Restaurant, we will:

1. If the Premises for the Restaurant is not specified when the Franchise Agreement is signed, assist you with selecting a location by providing site selection guidelines and criteria, and sources to obtain demographic information. If we cannot find or agree on a location, we will extend the time at no extra

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cost, until a suitable location is found. Please refer to the "Site Selection" subheading in this item 11 below, for more details (Franchise Agreement, Section 6);

2. Assign your designated territory ("Designated Territory") (Franchise Agreement, Section 4);

3. Review and approve -- or disapprove -- the lease or purchase of your business Premises (Franchise Agreement, Section 6);

4. Provide you with prototypical information such as a general layout and seating arrangement, along with the standard required décor. We will review and approve your sign, the restaurant layout, the food and beverage inventory assortment, the inventory depth, the staffing and hours of operation, and your printed materials. (Franchise Agreement, Section 6);

5. Loan you a copy of the Operations Manual by electronic access or in writing (Franchise Agreement Section 6);

6. Provide instruction and training with respect to the Yogis Grill methods and techniques. For more details on training, please refer to the "Training" subheading in this item 11 below (Franchise Agreement, Section 6); and

7. Prior to opening the Restaurant and before final inspections by any governmental agency, we will conduct a final walk through inspection of the Restaurant and issue a written consent to operate. You must correct any deficiencies noted by us as a result of this inspection without delay. You may not start operation of your Restaurant until receiving our written approval to do so. (Franchise Agreement, Section 6).

Continuing Obligations

During the operation of your Restaurant, we will:

1. Advise you from time to time regarding the Restaurant's operation based on your reports to us and/or direct or indirect observations, and we will provide guidance to you concerning: (1) standards, specifications and operating procedures and methods that we are using; (2) advertising and marketing materials and programs; (3) required and optional training courses, seminars, and other programs we may develop in the future; and (4) administrative, bookkeeping, and accounting procedures (Franchise Agreement, Section 6);

2. Provide you with national advertising as further described in this item 11 below (Franchise Agreement, Section, 10);

3. List your location on the Yogis Grill web site and provide a means for you to be contacted through said web site (Franchise Agreement, Section 6);

4. Review any request you make to approve products, services, or vendors (Franchise Agreement, Section 7);

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5. Review all advertising and promotional plans or materials you wish to use, within 30 days of our receipt of your advertisement proposal (Franchise Agreement, Section 10);

6. When established, administer the Advertising Fund (Franchise Agreement, Section 10); and

7. Provide updates to the Operations Manual from time to time (Franchise Agreement, Section 9).

Site Selection

You must operate the Restaurant from an approved location. The factors we will evaluate in considering approval of a leased facility include: the general location and neighborhood, visibility, ease of access to the proposed site, pedestrian and traffic patterns, parking, terms of the proposed lease, utilities and zoning issues. We can indicate some things to look for and negotiate in this process. If we are unable to come to an agreement on a particular site, a different site will need to be found. We do not plan to own any of the sites where our Restaurants will be located and do not lease retail space to franchisees. Our approval of a location does not mean we have made any direct or implied promise or guarantee of your success at the location.

We will use reasonable efforts to approve or disapprove the proposed site and within 30 days after your request for our approval; however, you are responsible for securing (either by leasing or purchasing the location) an approved site within 180 days of signing the Franchise Agreement. Upon our approval of a site, and after you secure the site, we will insert its address into the Franchise Agreement, and it will be the Premises. If we cannot agree on a site, we may, at our option and in our sole discretion, release you from your franchise agreement and refund your franchise fee. Otherwise we will extend the time period by another 60 days to find an acceptable site.

The lease, if applicable, must be approved by us. We will not be signers on your lease; however, we do require you to furnish us with a signed copy of the Consent and Agreement of Landlord attached as Exhibit G.

If you operate your Restaurant from a leased location, whether initially, or at any time during the term of this Franchise Agreement, the real estate and improvements must meet our specifications. The location site, layout, equipment, inventory assortment and quantity, signage, and lease must be approved by us.

Once we approve a location to be the Premises, we will determine the portion of the geographic area that will constitute the territory that will be granted as your Designated Territory under the Franchise Agreement for the Restaurant. Please see Item 12 for additional information regarding the Designated Territory.

Schedule for Opening

We estimate that the time period between the signing of the Franchise Agreement and the start of operations will be approximately 6 to 9 months. Factors that may affect this time period include the satisfactory completion of initial training, the amount of personal time put forth by you, the amount of time necessary to hire contractors and for them to complete leasehold improvements, the time to obtain building permits and occupancy approvals from local authorities, weather, material availability, delays in the installation of equipment, signs, and fixtures, and other such matters. The amount of time needed to locate a facility and negotiate a lease is in addition to the estimated time shown here.

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You must complete all preparations and open the Restaurant within 360 days of signing the Franchise Agreement. You must apply for all required operating permits and licenses within 30 calendars after you sign the lease for the Premises. If you fail to open the Restaurant within the stated period and, if applicable, within an extension of time approved in writing by us, the Franchise Agreement may be terminated upon written notice from us to you, and we may retain your Initial Franchisee Fee and any other sums that have been paid to us.

Training

Before your Restaurant opens, you and/or your manager and/or an assistant manager (as approved by the Franchisor) must attend and successfully complete to our satisfaction an initial training program. We will provide instruction and materials without charge for 2 people over a 4-week period. You must pay for all other expenses incurred in attending training, such as costs of transportation, lodging, meals, wages, and workers' compensation insurance.

Initial training is typically held every quarter. We encourage you to begin training before incurring any costs or expenses related to the planned opening of the Restaurant. We will not be liable to return any franchise fee or pay any costs or expenses you incur if we terminate your Franchise Agreement because you did not pass the training program.

Our training program is under the supervision of Frank Lee, who has 15 years of experience in food safety and purchasing; Kyung Kyeh, who has 15 years of experience in food preparation and quality control; Gyung Na, who has 15 years of experience in food preparation and quality control; and Won Kyeh, who has 15 years of experience in employment, legal, and financial matters. Our instructors' experience is in this industry, relevant to the Restaurant. Our instructional materials are based upon information in the Operations Manual, and may include training videos, class exercises and handouts.

If you request, and we are able to provide, additional or special guidance or training to you, and/or your manager and/or an assistant manager, you must pay us our then-current Operating and Special Assistance charges, including our personnel's per diem charges and travel and living expenses.

We may conduct mandatory weekly or monthly phone conferences, meetings, conventions, and/or training sessions for you for the purpose of ongoing training. We may schedule an annual convention, not to exceed 5 days. You must stay at the hotel or resort where the convention is hosted, unless it is local for you. You must pay for your own travel and living expenses, but no attendance fee will be payable to us for such meetings. To the extent we decide to offer, or require that you attend, any additional training courses, conventions, or meetings in the future, we will develop and determine the cost, location, content, duration, and frequency of those programs at a later time.

You are responsible for providing training to your employees. The initial training program is provided by the Franchisor to protect the Yogis Grill System and Marks. The initial training program is not provided to control the day-to-day operation of your franchise.

We will use a schedule substantially similar to the following:

TRAINING PROGRAM

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Subject	Classroom Hours	On-the-Job Hours	Location
Welcome and Business Orientation	4	0	Mesa, Arizona
Marketing and Advertising	4	0	Mesa, Arizona
Restaurant Layout and Set up	4	4	Mesa, Arizona
The Yogis Grill Advantage	4	0	Mesa, Arizona
The Japanese Restaurant Industry, Food Safety, Hiring, Interviewing Skills, Training and Motivation	8	16	Mesa, Arizona
Menu Review, Food Preparation, Handling & Safe Storage	4	12	Mesa, Arizona
Food Preparation & Production, Combined with Ordering, Receiving, and Inventory Control	4	20	Mesa, Arizona
Kitchen Management and Hands-on Practice Continued. Product Knowledge Exam	4	4	Mesa, Arizona
Dining Room Orientation, Bus Tables, Host, Handling Phones, Take out, Introduction to Point of Sale System	4	3	Mesa, Arizona
Dining Room Server, Suggestive Selling, Menu Review	4	2	Mesa, Arizona
Opening and Closing Procedures and Checklists, Cleaning Equipment, Inventory Control	4	2	Mesa, Arizona
Management Orientation, Floor Supervision, Daily Admin tasks & Introduction to Human Resource Issues and Cost Controls. Dining Room and Customer Service Exam	4	2	Mesa, Arizona
Review and Practice Staff and Management Functions. Hands on Quality Assurance Program, Financial Statements, Recruitment Strategy Development and Completion Exam	12	18	Mesa, Arizona
Total	**68**	**85**	

Staffing

You are solely responsibility for the day-to-day operation of your Franchised Business and its employees. You will be solely responsible for recruiting and hiring the persons you employ to operate the Franchised Business. You are responsible for their training, wages, taxes, benefits, safety, schedules, work condition, assignments, discipline, and termination. At no time will you or your employees be deemed to be employees of Yogis Grill Franchise Management, Inc.

Advertising

We require you to pay us at least $2,000 for the Grand Opening Advertising (as defined in Item 7). This is due to us 60 days from the time of signing or 30 days prior to the date of opening, whichever comes first. We will work with you to tailor your Grand Opening Advertising campaign to your market. All materials used in the

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Grand Opening will be subject to our prior written approval and to the standards and specifications we prescribe.

We do not require you to spend a minimum amount each month for local advertising ("Local Advertising Expenditure", as defined in Item 6) in your Designated Territory, but encourage you to do so. You may determine the amount that you would like to devote to local advertising. Typically, franchisees spend at least $200 each month for local advertising to benefit their Restaurant. We do not require you to participate in or contribute to a local or regional advertising cooperative.

We may, at our cost and in our sole discretion, disseminate advertising coverage that is regional or national in coverage to promote the Yogis Grill system.

In the future, we may establish an advertising fund ("Advertising Fund") for the enhancement and protection of the Yogis Grill brand and Marks, and for the advertising, marketing, and public relations programs and materials as we deem appropriate. All company-owned Restaurants will contribute to the Advertising Fund on the same basis as franchisees. All franchises in the same marketing area must contribute to the advertising fund for a common advertising campaign. We will account separately for all sums paid to the Advertising Fund. The Advertising Fund and any earnings on it will not otherwise benefit us. As of the date of this disclosure document, we have not yet implemented an Advertising Fund and currently do not require you to contribute to it.

We or our designee will direct all advertising programs, and determine the concepts, materials, media used in the programs and their placement. The Advertising Fund is intended to maximize general public recognition, acceptance, and use of the System; and we are not obligated, in administering the Advertising Fund, to make expenditures for you that are equivalent or proportionate to your contributions, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Advertising Fund. We may use the Advertising Fund for national, regional and local marketing programs and we are not obligated to spend any amount on advertising in the area where you are located.

If established, we will use the Advertising Fund, all contributions to it, and any earnings on it, exclusively for preparing, directing, conducting, placing and administering advertising, marketing, public relations, and/or promotional programs and materials, and any other activities, which we believe would enhance the image of the System, Proprietary Marks, and products or services. This includes, among other things, the costs of preparing and conducting media advertising campaigns; direct mail advertising; marketing surveys and other public relations activities; developing and maintaining our website; employing advertising and public relations agencies; purchasing promotional items; and other marketing materials and services to the Restaurants operating under the System. We may charge all costs of the formulation, development and placement of advertising and promotional materials to the Advertising Fund. These costs may include the proportionate share of the costs of our employees who devote time and render services for advertising and promotion or the administration of the Advertising Fund, including administrative costs, salaries, overhead expenses related to administering the Advertising Fund and its programs. (Franchise Agreement, Section 10)

We may disseminate advertising in a variety of media, including print, internet, radio, television, or other media. We expect to spend Advertising Fund contributions in the year that they are received. Advertising Fund surpluses, if any, will carry forward to the following year. There is no requirement that the Advertising Fund be audited, however, each year we will prepare and make available to you an unaudited statement of Advertising Fund expenditures.

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We will not use Advertising Fund contributions to create or place any advertisement that is principally a solicitation for new franchises, but we may include in all advertising prepared from Advertising Fund contributions (including internet advertising) information concerning franchise opportunities, and a portion of these contributions may be used to create and maintain one or more interior pages on our website devoted to advertising franchise opportunities and identifying and screening requirements and applications submitted by franchise candidates.

In the future, we may establish an advertising council to administer the Advertising Fund. At our determination, it may consist of one or several of our management representatives, employees, or franchisees.

You must conduct advertising in any medium in a dignified manner and must conform to the standards and requirements as we may specify periodically in writing. You must send us for our prior approval all advertising and promotional plans or materials that you desire to use or in which you desire to participate, including any materials in digital, electronic, computerized, or other form, and including materials that you plan to make available through computer or telecommunications networks such as the internet. We will list your location on the Yogis Grill website and provide a means for you to be contacted through said website. You may not use any advertising or promotional plans or materials or engage in any programs absent our prior written approval. Within 30 days of our receipt of your advertisement proposal, we will approve or disapprove your advertisement for use.

Electronic Point-of-Sale and Computer Systems

You are must purchase and use the Yogis Grill approved point of sale (POS) system and office computer. This is a Microsoft Windows-based program that will generate on-line, real time reports such as item sales, financial, hourly sales, timekeeping and labor information for the Restaurant. The current approved POS system is the Aldelo Restaurant Pro from Aldelo. The POS system will be purchased, installed, serviced and warranted by K-Tech, Inc. We currently estimate that cost of purchasing the required computer hardware and software to range from $8,000 to $ 10,000. We do not receive any financial payment from K-Tech, Inc. for the purchase of the POS system.

We have the right to specify brands, types, makes, and models of your computer system. You will have to abide by our requirements concerning the computer system, including: 1) office and point of sale systems; 2) systems to store data, including audio and video, as well as systems to retrieve and transmit data between your Restaurant and us; 3) security systems (physical, electronic, and other): 4) printers and other peripheral devices; 5) archive (back-up) systems; and 6) internet access mode (for example, your telecommunications connection, such as broadband) and speed.

We reserve the right to have independent access to your computer for the purpose of downloading sales and other data. There is no contractual limitation on our right to receive this information. We reserve the right to require you to bring any computer hardware and software, related peripheral equipment, communications systems, as well as the POS and office computer system, into conformity with our then-current standards for new Restaurants. We have no obligation to assist you in obtaining hardware, software or related service and there are no contractual limits on the frequency or cost of your obligations to obtain computer upgrades (See Section 11 of the Franchise Agreement). We currently estimate the annual cost of maintaining, updating, upgrading your computer system, and obtaining support, to range from $1,000 to $2,000. K-Tech, Inc may provide an extended warranty for the POS system, but you are not required to extend your warranty.

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You are solely responsible for protecting yourself from viruses, computer hackers, and other communications and computer-related problems, and you may not hold us liable and further release us from any claims for any harm caused by such communications and computer-related problems.

We or our affiliates may condition any license of proprietary software to you, or your use of technology that we or our affiliates develop or maintain, on your signing a software license agreement or similar document that we or affiliates prescribe to regulate your use of, and our and your respective rights and responsibilities concerning the software or technology.

Social Media, Website

In order to establish common methods of operation, we have established standards for social media and internet use and marketing. Social media: You may establish your own social media accounts (Facebook, LinkedIn, Twitter, YouTube, Pinterest, etc.) and manage your own posts, using the franchise name, but all posts are subject to our review.

Website: We will list you on our main website with your name, address, phone, email, and your individual franchisee website address (if any), enabling your customers/clients to contact you directly. We may provide additional information about you on our website. You may not create your own website.

Pricing

We will offer general pricing guidelines, but as an independent contractor you may determine pricing for the Restaurant products and services per your location and market with our written approval, which shall be granted or denied within 30 days of our receipt of your request.

Operations Manual

Please see the Table of Contents for the Yogis Grill Operations Manual attached as Exhibit F. These manuals contain proprietary information and must be treated as confidential. You cannot make copies or disclose their contents to unauthorized persons. If you leave the System, you must return to us all of these manuals, and any printed materials from it. The Operations Manual provides instruction on the Yogis Grill System and Marks to ensure alignment with and support of the goodwill associated with the Yogis Grill brand.

Required Reporting

We may request, at our determination, for you to provide us with a copy or summary listing all business related-phone calls, appointments set, listings, agreements, contracts, and projects that you are involved in or working with.

You must provide us with several different monthly and periodic reports that will be due throughout the term of your Franchise Agreement. The reports include monthly sales reports, financial statements, sales tax reports, legal structure reports, and structure report updates, as outlined in the Franchise Agreement, Operations Manual, and in other written communication. Each report must be complete, accurate, and signed by your authorized representative or agent.

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Advisory Council

We may, but need not, create a franchise advisory council to provide us with suggestions to improve the System, including matters such as marketing, operations and new product or service suggestions. You would consider all suggestions from the advisory council in good faith, but you would not be bound by any such suggestions. The advisory council would be established and operated according to rules and regulations we periodically approve, including procedures governing the selection of representatives of the advisory council to communicate with us on matters raised by the advisory council. You would have the right to be a member of the advisory council as long as you are not in default under the Franchise Agreement and you do not act in a disruptive, abusive or counter-productive manner, as determined by us in our discretion. As a member, you would be entitled to all voting rights and privileges granted to other members of the council. Any Yogis Grill business operated by us or our affiliates would also be a member of the Advisory Council. Each member would be granted 1 (one) vote on all matters on which members are authorized to vote. We would have the power to form, change or dissolve the advisory council in our discretion.

ITEM 12
TERRITORY

If you purchase a Yogis Grill Restaurant, you will receive an assigned area, herein referred to as a Designated Territory, to sell the services you are authorized to sell per the Franchise Agreement. Your Designated Territory will typically be a circle, the center of which will be the front door of the Premises, and that circle will have a 3-mile radius, and you will be approved to operate a single Restaurant at said location. In some smaller cities, and at our sole discretion, we may award a single franchise per city, even though the city may be larger than 3 miles wide North to South or East to West. Once approved, we will identify and describe it in the Franchise Agreement as your "Designated Territory."

During the term of the Franchise Agreement, we will not establish or license others to establish a Yogis Grill Restaurant within your Designated Territory, or add additional trademarks for a competing business not associated with the Restaurant within your designated territory, so long as you are in compliance with the Franchise Agreement. Your rights are limited to the location listed in the Franchise Agreement. Your territory cannot be modified except by mutual written agreement by both parties. Each Restaurant is operated according to a separate Franchise Agreement.

Your Designated Territory is exclusive and is not dependent upon achievement of a certain sales volume, market penetration, or any other factors. Currently, there are no other circumstances that permit us to modify your territorial rights.

There are no territorial restrictions on accepting business from customers who reside or work outside your Designated Territory, nor are there any such restrictions on us or on other franchisees; however, you will not be approved to conduct any independent advertising or marketing campaign outside your Designated Territory.

You may not offer or sell services or products authorized under the Franchise Agreement through any other means, including without limitation, through mail order, internet, or other electronic media, telemarketing, or wholesale, within your territory, without our prior written approval. You may not provide services or sell products in the territory of any other Restaurant, company or franchisee owned. All other franchisees and company restaurants must abide by the same restrictions.

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You may not relocate the Premises without prior written approval from us and payment of a relocation fee of $5,000 to us. In considering a request for relocation, we shall take into account the business desirability of the proposed new location, its distance from other and future-planned franchised locations, the traffic patterns, security, cost, demographics of the area, and other such factors. Relocation approval shall not be unreasonably withheld.

The Franchise Agreement does not grant you any options, rights of first refusal, or similar rights to acquire additional franchises.

We will not add additional products or trademarks not associated with Yogis Grill and sell them within the Designated Territory during the term of this Franchise Agreement.

ITEM 13
TRADEMARKS

We have registered and own the following Mark that is registered with the U.S. Patent and Trademark Office (the "USPTO") on its Principal Register:

MARK	REGISTRATION NUMBER	DATE
YOGIS GRILL® TERIYAKI & ROLL	Registration Number 3483629	Registration Date August 12, 2008
YOGIS GRILL	Registration Number 4528275	Registration Date May 13, 2014

We have timely filed, or intend to timely file, with the USPTO all required affidavits of use and make renewal filings when they come due for this registration.

Your right to use the Marks is derived only from the Franchise Agreement and limited to your operating the Restaurant according to the Franchise Agreement and all System standards we prescribe during its term.

We began using the name Yogis Grill in August, 2008, and it has been in continual use in Arizona and elsewhere since that time. In addition, Yogis Grill Franchise Management, Inc., has established certain common law rights to the above marks acquired by virtue of their continuous, exclusive and extensive use and advertising.

We will indemnify and defend you against all claims or actions arising out of your use of the marks as authorized by us, including reasonable attorneys' fees and expenses, if you have properly used the marks. We reserve the right to control any trademark litigation (including being the sole recipient of any awarded damages) and will be the sole judge whether suit will be brought or settled in any instance when any person or entity infringes the marks. You must notify us within 3 calendar days of any infringement or unauthorized use of the marks of which you become aware and you must agree to cooperate with any action that we undertake.

If we decide that it is advisable at any time for you to modify or discontinue the use of any of the marks, or to

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use one or more additional or substitute trade or service marks, you must comply with our directions to modify or discontinue the use of the mark or use one or more additional or substitute trade or service marks within a reasonable time after notice. We will not reimburse you for any expenses you incur to implement such modifications or substitutions. We are not obligated to reimburse you for any loss of goodwill or revenue associated with any modified or discontinued mark, nor are we responsible for any other damages or costs.

We have no knowledge of any current or pending proceedings with the USPTO or any court regarding our ownership or right to use the Mark.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

As of the date of this Franchise Disclosure Document, no patents are material to the Restaurant or your operation of the Restaurant.

Copyrights

We claim copyright protection covering various materials used in our business and the development, management and operation of the Restaurant, including advertising and promotional materials, the Operations Manual, and similar materials. We have not registered these materials with the United States Registrar of Copyrights, and we are not required to do so. We may register any of the items or copyrightable materials in the future.

There are currently no effective determinations of the United States Copyright Office or any court, nor any pending litigation or other proceedings, regarding any copyrighted materials. We do not know of any superior prior rights or infringing uses that could materially affect your use of the copyrighted materials. No agreement requires us to protect or defend our copyrights or to indemnify you for any expenses or damages you incur in any judicial or administrative proceedings involving the copyrighted materials. You are required to notify us of claims by others of rights to, or infringements of, the copyrighted materials. If we require, you must immediately modify or discontinue using the copyrighted materials. Neither we, nor our affiliates, will have any obligation to reimburse you for any expenditure you make because of any discontinuance or modification.

Any and all copyright in and to advertising and promotional materials developed by you or on your behalf will be our sole property, and you must execute those documents (and, if necessary, require your independent contractors to execute those documents) that may be deemed reasonably necessary by us to give effect to this requirement.

Confidential Information

You will not acquire any interest in Confidential Information, other than the right to use it as we specify in operating the Restaurant during the Franchise Agreement's term. The Confidential Information is proprietary and is disclosed to you only on the condition that you: (1) will not use Confidential Information in any other business or capacity; (2) will keep each item deemed to be part of Confidential Information absolutely confidential, both during the Franchise Agreement's term and after the term for as long as the item is not

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generally known to the public; (3) will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form; and (4) will adopt and implement reasonable procedures to prevent unauthorized use of or disclosure of Confidential Information, including restricting its disclosure to Restaurant personnel and others and using non-disclosure and non-competition agreements with those individuals having access to Confidential Information.

Confidential Information does not include information, knowledge, or know-how which you can demonstrate lawfully came to your attention before we provided it to you directly or indirectly; which, at the time we disclosed it to you, already had lawfully become generally known in the industry through publication or communication by others (without violating an obligation to us); or which, after we disclose it to you, lawfully becomes generally known to the public through publication or communication by others (without violating an obligation to us). If we include any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that at least one of the exclusions provided in this paragraph is fulfilled.

Operations Manual

In order to protect our reputation and goodwill and to maintain high standards of operation under our Proprietary Marks, you are encouraged to conduct your business in accordance with the Operations Manual. We will provide you one copy of the Operations Manual for the term of the Franchise Agreement.

You must keep your copy of the Operations Manual current and in a secure location at the Restaurant. The Operations Manual contents are Confidential Information and you may only divulge this information to employees who need to know its content. You may not at any time, copy, duplicate, record, or otherwise reproduce any part of the Operations Manual, or let any unauthorized person have access to these materials.

We may periodically revise the contents of the Operations Manual, and you must make corresponding revisions to your copy and comply with each new or modified standard. If there is ever a dispute as to its contents, our master copy of the Operations Manual will be controlling.

Upon termination or early expiration of the Franchise Agreement, the Operations Manual and any printed materials from it, must be returned to us.

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

We strongly advise that you personally participate in the direct operation of the Restaurant. This is a critical factor in the overall success of the franchise. Only after receiving our approval in writing may you hire a person to manage the Restaurant without specific requirements for your day-to-day involvement. You and your manager, whether or not you work in the Premises, must successfully complete our training program.

You may neither hire nor contract independent contractors to provide services to customers, nor may you subcontract any part of the services you provide.

All of your officers, members, managers, partners, and other executive title holders must sign a Confidentiality and Non-Competition Agreement attached as Exhibit H as part of the terms and conditions of his or her

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employment. You must send us a duplicate original of each signed Confidentiality and Non-Competition Agreement.

As part of the Confidential Information restrictions, disclosure or unauthorized use of any Confidential Information by you or your officers, members, managers, partners, and other executive title holders during and for a period of 5 years after termination of your Restaurant is strictly prohibited.

Additionally, all officers, agents, directors, shareholders, trustees, partners, and members must sign the personal guarantee attached as Exhibit D.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The use of your Premises is limited to the operation of the Restaurant, according to the standards, policies, methods and techniques of our System. You may only offer and provide the products and services that conform to our standards and specifications described in this Franchise Disclosure Document, Franchise Agreement and/or Operations Manual.

You are specifically prohibited from installing, displaying, or maintaining any vending machines, gaming machines, automatic teller machines, internet kiosks, public telephones (or payphones), or any other electrical or mechanical device in your Restaurant without our written consent.

We have the right, without limit, to change the types of authorized products and services. You must comply with any changes or revocations upon receipt of written notice.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision		Section in Franchise or Other Agreement	Summary
a.	Length of the franchise term	3	The initial term is for 10 years commencing on the date we sign the Franchise Agreement
b.	Renewal or extension of the term	3	You have the right to be considered for 1 individual renewal term of 10 years, after which you must sign the then-current franchise agreement to continue

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Provision		Section in Franchise or Other Agreement	Summary
c.	Requirements for you to renew or extend	3	Renewal obligations include: • providing written notice of your request for renewal not less than 6 months, nor more than 12 months prior to the expiration of your Franchise Agreement • having complied with all your obligations during the term • not being in default • at our request, having renovated or modernized your location to comply with our then-current standards for new locations • having no past material and repeated defaults • being in good financial standing, having continued right of possession to the approved location • signing the then-current Franchise Agreement, which may have materially different terms and conditions • paying a renewal fee at least 90 days prior to the renewal date • paying a refresher training fee and signing a general release
d.	Termination by you	16	You may not terminate this Franchise Agreement prior to the expiration of its term except through legal process resulting from our material breach of this Franchise Agreement or otherwise with our consent
e.	Termination by us without cause	16	We may terminate without cause prior to training
f.	Termination by us with cause	16	Except for the above example and except for termination upon expiration or termination of our Franchise Agreement, you can be terminated only if you default
g.	"Cause" defined – curable defaults	16	10 days to cure non-payment of sums due to us; 30 days to cure other defaults except as noted in h. below
h.	"Cause" defined – non-curable defaults	16	Abandonment, bankruptcy and insolvency, misconduct, unauthorized assignment, knowingly underreporting, repeated defaults of the Franchise Agreement, misrepresentation, and violation of law

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Provision		Section in Franchise or Other Agreement	Summary
i.	Your obligations on termination/non-renewal	17	Upon termination or early expiration of the Franchise Agreement, your obligations include: • immediately discontinuing the use of the Marks • cease doing business in a form or manner that may give the general public the impression that you are operating a business as one of our franchisees • returning the Operations Manual • assignment of telephone numbers and all telephone directory listings to us
j.	Assignment of contract by us	14	No restrictions on our right to assign
k.	"Transfer" by you – defined	14	Includes transfer of Franchise Agreement and/or assets
l.	Our approval of transfer by you	14	We don't have to approve all transfers, but may not unreasonably withhold approval
m.	Conditions for our approval of transfer	14	We have the right to impose the following conditions on any transfer by you: • all of your obligations under the Franchise Agreement have been satisfied • the new franchisee must meet our qualifications • must assume all of your obligations under the Franchise Agreement • must complete our training program • you or the new franchisee must pay us a transfer fee and a training fee
n.	Our right of first refusal to acquire your business	14	30 days to negotiate, match any offer on same terms and conditions
o.	Our option to purchase your business	17	We have the right upon expiration, termination, and non-renewal to acquire any interest you have in a lease for the Premises and purchase all of your assets from the Restaurant at a purchase price equal to their fair market value
p.	Your death or disability	14	Restaurant must be assigned to an approved buyer within 6 months after death or onset of disability All transfer provisions of Section 14 apply
q.	Non-competition covenants during the term of the franchise	15	No involvement in the same or similar business anywhere without our consent
r.	Non-competition covenants after the franchise is terminated or expires	15	No involvement in a competing business for one year within your Designated Territory, and within 40 miles of the border of the Designated Territory

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Provision		Section in Franchise or Other Agreement	Summary
s.	Modification of the Agreement	19	No modifications unless mutually agreed to in writing by us and you
t.	Integration/merger clause	23	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises may not be enforceable. Nothing in the Agreement or in any related agreement is intended to disclaim the representations we made in the FDD
u.	Dispute resolution by arbitration or mediation	22	Except for certain claims, all disputes must be arbitrated or mediated in Arizona
v.	Choice of forum	22	We must litigate in the state and judicial district where we maintain our principal place of business. Currently, Maricopa County, Arizona
w.	Choice of law	22	Local law and/or Arizona law may apply to certain provisions of the Franchise Agreement, such as covenants not to compete

Please read the state specific addenda to this Disclosure Document for additional limitations and modifications of the provisions described in the table above and elsewhere in this Disclosure Document that may apply to your state.

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote our franchise; however, we reserve the right to use public figures of our choice in the future.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

We are unable to reliably predict the results that you might achieve. Any volume, profit, and possible success are primarily dependent on your ability and efforts as an independent business operator, market conditions, competition, your business abilities, and the degree to which you follow the System, as well as other factors and conditions that are beyond our control. There are many variables in business and no one, including us, can reliably make an estimate of the results that you may achieve. We cannot guarantee your success, and we do not authorize any sales, income, or profit estimates or projections of any kind.

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This information is based on historical results and is our only Financial Performance Representation. This information was prepared from company records of affiliated companies that operate a business similar to the business being franchised and has not been audited. There is no assurance that you will do as well. A new franchisee's results are likely to differ from the results shown below. This information must not be considered as the actual or probable results that you will or can achieve.

We do not furnish, or authorize our employees or representatives or salespersons to furnish, any oral or written information concerning the actual or potential sales, income, or profits from the operation of a Restaurant. However, we are providing the following historical information from company records. Revenues and earnings will vary from location to location, and we cannot estimate the results of any particular franchised location. Your financial results are likely to differ from the results stated in the earnings claim below. Substantiation of the data used to prepare the figures below will be made available to you upon reasonable request.

Our franchisees have reported the following gross revenues per store for the years indicated as follows. Your individual results may differ. There is no assurance that you'll earn as much.

Store Number	Location	Total Gross Revenues, Jan 1 thru Dec 31, 2014	Total Gross Revenues, Jan 1 thru Dec 31, 2015	Total Gross Revenues, Jan 1 thru Dec 31, 2016
2	Mesa Arizona Ellsworth Road	$846,233	$978,245	$1,006,008
3	Chandler, Arizona Ray Road	$596,397	$663,193	$719,795
6	Avondale, Arizona McDowell Road	$679,800	$730,785	$969,284
7	Chandler, Arizona Chandler Boulevard	$546,191	$571,097	$692,411
8	Scottsdale, Arizona Scottsdale Road	$406,056	$415,395	$515,518
9	Phoenix, Arizona Happy Valley Road	$563,919	$600,686	$783,987
10	Gilbert, Arizona Val Vista Drive	$555,129	$583,995	$758,668
11	Chandler, Arizona Arizona Avenue	$470,134	$528,900	$652,487
12	Tempe, Arizona Rio Salado Parkway	$648,488	$689,199	$875,065
15	Litchfield Park, Arizona Dysart Road	Not open	$410,240	$516,643
13	Phoenix, Arizona Peoria Avenue	Not open	Not open	$236,944 [1]
16	Phoenix, Arizona Washington Street	Not open	Not open	$86,635 [2]

[1] Opened September 1, 2016
[2] Opened November 1, 2016

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Locations operated by our affiliated company recorded revenues, cost of goods, and gross profit of:

	Jan – Dec 2012	Jan – Dec 2013	Jan – Dec 2014	Jan – Dec 2015	Jan – Dec 2016
Gross Sales	$2,974,188	$3,062,312	$2,892,857	$3,647,000	$4,188,242
Cost of Goods	$890,297	$1,119,633	$954,842	$1,223,215	$1,256,400
Gross Profit	$2,083,891	$1,942,679	$1,938,014	$2,423,785	$2,931,842

Each of the affiliate locations recorded gross sales as follows:

Gross Sales	**Jan – Dec 2012**	**Jan – Dec 2013**	**Jan – Dec 2014**	**Jan – Dec 2015**	**Jan – Dec 2016**
Affiliate #1	$640,305	$640,617	$773,147	$843,837	$906,857
Affiliate #2	$783,567	$842,335	$943,818	$1,005,588	$1,063,318
Affiliate #3	$900,289	$991,376	$1,015,331	$1,139,285	$1,164,296
Affiliate #4 (sold Sept. 2013)	$389,450	$359,550	-	-	-
Affiliate #5 (sold Sept. 2013)	$260,577	$228,434	-	-	-
Affiliate #6 (opened Oct. 2014 and sold Aug. 2016)	-	-	$109,806	$359,340	$475,139
Affiliate #7 – CA (opened Nov. 2014)	-	-	$50,755	$298,950	$578,632
Total	**$2,974,188**	**$3,062,312**	**$2,892,857**	**$3,647,000**	**$4,188,242**
Average per Location	**$594,838**	**$612,462**	**$578,571**	**$729,400**	**$837,648**
# and % of Locations meeting Average	**3 / 5 60%**	**3 / 5 60%**	**3 / 5 60%**	**3 / 5 60%**	**3 / 5 60%**

The numbers above represent the combined total of restaurants operating in the Phoenix, Arizona metropolitan area, and 1 restaurant operating in California, by our affiliate company, Yogis Teriyaki & Grill, Inc., the first of which opened for business on June 15, 2006 and have remained open for a minimum of one year. These numbers were prepared by Yogis Grill Franchise Management with information provided by Yogis Teriyaki & Grill, Inc. Additionally, there may be other costs and expenses not identified, and the costs and expenses of company-owned locations may differ from franchise locations. A franchisee-owned location may have costs that a company-owned location would not, such as royalty and advertising fees.

The earnings claim figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenues or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise. Franchisees or former franchisees listed in the disclosure document may be one source of information.

Furthermore, your operational results may be different due to a number of factors, including, but not limited to:

- the population within your territory;

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- the demographics of your territory;
- the number of other competing businesses in your territory;
- the weather and climate associated with your territory;
- the level of brand awareness and acceptance in your territory;
- the length of time the business has been operated;
- the effectiveness and overall quality of the management skills of you and your employees.

The above list of factors that may affect your results is not an exhaustive or exclusive list.

Other than the preceding financial performance representation, Yogis Grill Franchise Management, Inc. does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Won Kyeh at P.O. Box 13616, Chandler, AZ 85248, (949) 922-1245, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table One: System-Wide Outlet Summary for Years 2014 to 2016				
Outlet Type	**Year**	**Outlets at the Start of the Year**	**Outlets at the End of the Year**	**Net Change**
Franchised	2014	9	9	0
	2015	9	10	1
	2016	10	12	2
Company-Owned	2014	3	5	2
	2015	5	5	0
	2016	5	4	-1
Total	2014	12	14	2
	2015	14	15	1
	2016	15	16	1

Table Two: Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor) for Years 2014 to 2016		
State	**Year**	**Number of Transfers**
All	2014	2
	2015	0
	2016	0
Total	2014	2
	2015	0
	2016	0

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Table Three: Status of Franchise Outlets for Years 2014 to 2016								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Terminations**	**Non-Renewable**	**Reacquired by Franchisor**	**Ceased Operations – Other Reasons**	**Outlets at End of Year**
Arizona	2014	9	0	0	0	0	0	9
	2015	9	1	0	0	0	0	10
	2016	10	2	0	0	0	0	12
All Other States	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Total	2014	9	0	0	0	0	0	9
	2015	9	1	0	0	0	0	10
	2016	10	2	0	0	0	0	12

Table Four: Status of Company-Owned Outlets for Years 2014 to 2016							
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	2014	3	1	0	0	0	4
	2015	4	0	0	0	0	4
	2016	4	0	0	0	1	3
California	2014	0	1	0	0	0	1
	2015	1	0	0	0	0	1
	2016	1	0	0	0	0	1
All Other States	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
Total	2014	3	1	0	0	0	5
	2015	5	0	0	0	0	5
	2016	5	0	0	0	1	4

PROJECTED OPENINGS

We estimate that during the 12-month period from our fiscal year end, we will sell the following number of franchises and open the following number of Franchisor (or Franchisor-affiliated) facilities, in the states shown below:

Table Five: Projected Openings as of December 31, 2016			
State	**Franchise Agreements Signed, but Not Yet Open**	**Projected New Franchisees in the Next 12 Month Period**	**Projected Franchisor (or Affiliate) Openings in the Next 12 Month Period**
Arizona	1	2 - 4	0

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State	Franchise Agreements Signed, but Not Yet Open	Projected New Franchisees in the Next 12 Month Period	Projected Franchisor (or Affiliate) Openings in the Next 12 Month Period
Texas	0	1 - 2	1
California	0	0	0
TOTAL	1	3 - 6	1

The names, addresses and telephone numbers of our franchisees, as of December 31, 2016, are listed in Exhibit I.

Any franchisees who had an agreement terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during our last fiscal year, or have not communicated with us within 10 weeks of the date of the Disclosure Document are identified in Exhibit I. If you buy this franchise, your contact information may be disclosed to other buyers when you leave our System.

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

As of the date of this Franchise Disclosure Document, there are no Yogis Grill franchisee associations in existence, regardless of whether they use our trademark or not.

ITEM 21
FINANCIAL STATEMENTS

Our audited financial statements dated December 31, 2014, December 31, 2015, and December 31, 2016, are attached to this Disclosure Document as Exhibit B. Our fiscal year end is December 31.

ITEM 22
CONTRACTS

The following contracts are attached as Exhibits to this Disclosure Document:

Franchise Agreement	Exhibit A
Guaranty of Franchisee's Obligations	Exhibit D
Electronic Funds Transfer Form	Exhibit E
Consent and Agreement of Landlord	Exhibit G
Confidentiality and Non-Competition Agreement	Exhibit H
General Release	Exhibit J
Receipts	Exhibit M

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ITEM 23
RECEIPTS

Two copies of an acknowledgement of your receipt of this Franchise Disclosure Document are attached hereto as Exhibit M. Please sign both, return one copy to us, and retain the other for your records.

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EXHIBIT A

FRANCHISE AGREEMENT

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YOGIS GRILL FRANCHISE MANAGEMENT
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT is made and entered into on this _____day of _____, 20___ ("Effective Date,") by and Yogis Grill Franchise Management, an Arizona corporation with its principal place of business at 1130 W Grove Avenue, Suite 104, Mesa, Arizona 85210 (hereinafter referred to as "Yogis Grill Franchise Management" or "Franchisor");and _____, a (resident of) (corporation organized in) (limited liability company organized in) _____ whose principal business address is

_____

(hereinafter referred to as "Franchisee").

RECITATIONS

WHEREAS, Franchisor, as a result of an expenditure of time, skill, effort, and money, has developed and owns a unique system related to the establishment, development, opening, and operation of and operation of a casual Japanese cuisine restaurant under the name "Yogis Grill." The distinguishing characteristics of the system include, without limitation, operating procedures, advertising, marketing, specially-designed facilities, interior and exterior layout and identification, standards and specifications for fixtures and equipment, inventory stocking assortment and levels, methods for keeping books and records, and inventory purchasing sources (collectively the "System"), all of which may be changed, improved, and further developed by Franchisor from time to time. Franchisee hereby acknowledges and agrees that, although the System and Franchisor's related materials contain information that in isolated form could be construed as being in the public domain, they also contain significant proprietary and confidential information which makes the System unique in its final form and as a whole, and that the combined methods, information, procedures, and theories that make up the total System or are contained in the relevant manuals are proprietary and confidential; and

WHEREAS, Franchisor owns or has acquired a license to use and sublicense to others certain trade names, trademarks, and service marks, including the mark "Yogis Grill "and such other trade names, trademarks, and service marks (hereinafter "Proprietary Marks") as may be designated by Franchisor for use in connection with the System; and

WHEREAS, Franchisor has established substantial goodwill and business value in its Proprietary Marks, expertise, and System; and

WHEREAS, Franchisor is in the business of selling exclusive franchise rights to individual franchisees, authorizing such franchisees to use the System and Proprietary Marks in establishing and operating a casual Japanese restaurant; and

WHEREAS, Franchisee recognizes the benefits to be derived from being identified with Franchisor and appreciates and acknowledges the distinctive and valuable significance to the public of the System and the Marks, desires to acquire a non-exclusive franchise for a limited territory, application, and term to use the Proprietary Marks and receive the other benefits, including training and assistance, of the System in connection with operation of a Yogis Grill franchise, hereinafter referred to as the "Restaurant", and Franchisor is willing to grant such a franchise to Franchisee on the terms and conditions set forth herein; and

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality, appearance, and service to the value of the System.

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NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

Franchisee acknowledges and agrees to be bound by all obligations stated in the Recitals as though same were set forth herein below.

1. ACKNOWLEDGEMENT OF BUSINESS RISK AND ABSENCE OF GUARANTEE

A. Franchisee acknowledges and represents that Franchisor, itself or through any officer, director, employee, or agent, has not made, and Franchisee has not received or relied upon, any oral, written, visual, express, or implied information, representations, warranties, guarantees, or promises regarding the amount of sales levels or income Franchisee might expect to earn from the Restaurant granted hereby, except as set forth in the Franchise Disclosure Document.

B. The business venture contemplated by the Franchise Agreement involves business risks.

C. Franchisee's success will be largely dependent upon Franchisee's ability as an independent businessperson.

D. Franchisee has received, read, and does understand this Franchise Agreement and any attachments, including the Franchise Disclosure Document.

E. Franchisee understands and agrees that the restaurant industry is highly competitive with constantly changing market conditions.

F. Franchisee acknowledges and agrees that Franchisor has fully and adequately explained each provision of this Franchise Agreement to Franchisee's satisfaction.

G. Franchisee has been advised to consult with Franchisee's own advisors with respect to the legal, financial, and other aspects of this Franchise Agreement, the Restaurant franchised hereby, and the prospects for such Restaurant. Franchisee either has consulted with such advisors or has deliberately declined to do so.

H. Any written inquiries made to Franchisor by Franchisee pertaining to the nature of this franchise have been answered in writing to the satisfaction of Franchisee.

I. Franchisee has had the opportunity and adequate time to independently investigate, analyze, and construe both the Restaurant opportunity being offered hereunder and the terms and provisions of this Franchise Agreement utilizing the services of legal counsel, accountants, and other advisors (if Franchisee so elects).

J. Any and all applications, financial statements, and representations submitted to Franchisor by Franchisee, whether oral or in writing, were complete and accurate when submitted and are complete and accurate as of the date of execution of this Franchisee Agreement unless the same have been otherwise amended in writing. Franchisee states that he/she is not presently involved

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in any business activity that could be considered competitive in nature to Franchised Business, unless heretofore disclosed to Franchisor in writing.

K. Franchisee agrees not to contest, directly or indirectly, Franchisor's ownership, title, right, or interest in its names or Proprietary Marks, trade secrets, methods, procedures, know-how, and advertising techniques which are part of Franchisor's business or contest Franchisor's sole right to register, use, or license others to use such names and Proprietary Marks, trade secrets, methods, procedures, and techniques.

L. Franchisee's signature to this Franchise Agreement has not been induced by any representation inconsistent with the terms of this Franchise Agreement or inconsistent with the Franchise Disclosure Document given to Franchisee by Franchisor.

M. Franchisee represents and warrants that Franchisee is not a party to or subject to any order or decree of any court or government agency which would limit or interfere in any way with the performance by Franchisee of the obligations under this Franchise Agreement and that Franchisee is not a party, and has not within the last ten (10) years been a party, to any litigation, bankruptcy, or legal proceedings other than those heretofore disclosed to Franchisor in writing.

2. GRANT OF FRANCHISE

A. Franchisor shall grant to Franchisee, subject to the terms, conditions, and obligations herein contained, a non-exclusive right and license to use the Proprietary Marks and receive the other benefits of the System, subject to the terms of this Franchise Agreement, in connection with the operation of a single Yogis Grill Restaurant at a mutually-agreeable location under the trade name and style of Yogis Grill (hereinafter referred to as the "Premises").

B. The parties expressly agree that the license granted herein relates solely to the Premises and affords to Franchisee no rights regarding such other Restaurant or locations, if any, as Franchisor, in its sole discretion, may elect to make available to Franchisee or to other franchisees or for Franchisor's own use at present and in the future. Franchisee shall not have the right to sub-franchise or sub-license any of its rights under this Franchise Agreement.

C. Franchisee expressly acknowledges and agrees that this license is non-exclusive and that Franchisor retains, among other and all rights not specifically granted herein to Franchisee, the right, in its sole discretion:

1. To grant other franchises and/or licenses for its Proprietary Marks in addition to those franchises and/or licenses already granted to existing franchisees;

2. To develop and establish other franchises or licensed Systems for the same or similar products or services utilizing the same or similar Proprietary Marks, or any other Proprietary Marks not now or hereafter designated as part of the System licensed by this Agreement, and to grant franchises and/or license thereto without providing Franchisee any right therein;

3. To enter into Franchise Agreements with other franchisees that may contain provisions, conditions, and obligations that differ from those contained in this Franchise Agreement,

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including without limitation, franchise agreements for the operation of the Restaurants. The existence of different forms of agreement and the fact that Franchisor and other franchisees may have different rights and obligations does not affect the parties' duty to comply with the terms of this Franchise Agreement.

D. The Franchisee recognizes that variations and additions to the System may be required from time to time in order to preserve and/or enhance the System. Therefore, the Franchisor expressly reserves the right to add to, subtract from, revise, modify or change from time to time the System or any part thereof, and the Franchisee agrees to promptly accept and comply with any such addition, subtraction, revision, modification or change to make such reasonable expenditures as may be necessary to comply pursuant to Section 7.

3. TERM AND RENEWAL

A. Unless previously terminated pursuant to this Franchise Agreement, the term of this Franchise Agreement shall be for a period of ten (10) years ("Initial Term") commencing as of the Effective Date.

B. If Franchisee wishes the Franchise Agreement to be renewed by Franchisor for one (1) additional ten (10) year term at the expiration of this Franchise Agreement, Franchisee shall provide the Franchisor a written notice of a request for renewal not less than six (6) months, nor more than twelve (12) months, prior to the end of the ten (10) year term of this Franchise Agreement. Failure to give notice of Franchisee's intention to extend its rights to operate the Restaurant shall be considered an election not to extend Franchisee's rights to operate the Restaurant.

Franchisor shall not unreasonably withhold its approval of such requests for renewal, provided however, that in order to be considered for renewal, Franchisee complies with the following conditions:

1. When the request for renewal is made or at the end of the initial term hereof, Franchisee is not in default of any provision of this Franchise Agreement, any amendment thereof or successor hereto, or any other agreement between Franchisee and Franchisor or the property lender, and, as determined by Franchisor in its sole discretion, Franchisee has complied with the terms and conditions of all such agreements during the term of the Franchise Agreement;

2. All obligations owed by Franchisee to Franchisor and to the property lender have been satisfied prior to renewal and have been timely performed throughout the term of this Franchise Agreement;

3. Franchisee executes Franchisor's then-current Franchise Agreement in use with respect to new franchisees, which may contain terms and conditions substantially different from those set forth herein, including, without limitation, the then-current rate for royalties, advertising, and other payments to Franchisor as such Franchise Agreement may provide. In Franchisor's sole determination, the Franchisee may be deemed to have irrevocably declined to extend Franchisee's rights to operate the Restaurant (and its option shall thereupon terminate) if it fails to execute and return to the Franchisor the then-current Franchise Agreement and any other documents required by Franchisor within thirty (30)

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days after their delivery to the Franchisee, or fails to comply in any other way with the provisions of this Section;

4. Franchisee pays the sum of Ten Thousand and 00/100 Dollars ($10,000.00) as a renewal fee at least ninety (90) days prior to the renewal date. Franchisee shall not be required to pay an additional Initial Franchisee Fee at renewal;

5. Franchisee and/or the designated manager attends a prescribed training refresher course at least thirty (30) days before the expiration of the term of the Franchise Agreement and pays Two Thousand and 00/100 Dollars ($2,000.00), which shall pay for two (2) persons to be trained over two (2) weeks, or for whatever training schedule Franchisor is requiring for Franchisees at the time of renewal;

6. Franchisee executes a general release under seal, in a form satisfactory to Franchisor, of any and all claims it may have against Franchisor and its officers, directors, shareholders, and employees in their corporate and individual capacities, including without limitation, all claims arising under any federal, state, or local law, rule, or ordinance. If this Restaurant is situated in a state whose law, at the time of renewal, prohibits the giving of a general release as a condition for the renewal of a Restaurant, this sub-paragraph 6 shall not, in such event, be a condition to renewal of this Restaurant. However, if a release of some, but not all, claims is permitted under state law at the time of renewal, the Franchisee shall give a release to the extent permitted;

7. Franchisee has participated in and supported the training procedures, purchasing, marketing, inventory sourcing, advertising, promotional, and other operational, training, and marketing programs recommended or provided by Franchisor, to the satisfaction of Franchisor;

8. Franchisee agrees, at its sole cost and expense, to re-image, renovate, refurbish, and modernize the Restaurant within the time frame required by Franchisor, including the design, equipment, signs, interior and exterior décor items, displays, inventory assortment and depth, fixtures, furnishings, 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 a Yogis Grill restaurant, as contained in the then-current Franchise Agreement and Operations Manual, or otherwise in writing, including without limitation, such structural changes, remodeling and redecoration, and such modifications to existing improvement as may be necessary to do so; and

9. If Franchisee does not renew for an additional term prior to the expiration of this Agreement and continues to accept the benefits of this Agreement after the expiration of this Agreement, then at the option of the Franchisor, this Agreement may be treated as: (1) expired as of the date of expiration with Franchisee then operating without a Restaurant to do so and in violation of Franchisor's rights; or (2) continued on a month-to month basis ("Interim Period") until one party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate thirty (30) days after receipt of the notice to terminate the Interim Period. In the latter case, all obligations of Franchisee shall remain in full force and effect during

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the Interim Period as if this Agreement had not expired, an all obligations and restrictions imposed on Franchisee upon expiration of the Agreement shall be deemed to take effect upon termination of the Interim Period.

4. TERRITORY

Franchisee will be granted an assigned area, herein referred to as the Designated Territory, which is typically a circle around the Premises. The center of which will be the front door of the Premises, and that circle will have a three (3) mile radius and you will be approved to operate a single Yogis Grill Restaurant at said location. In some smaller cities, and at our sole discretion, Franchisor may award a single Restaurant per city, even though the city may be larger than 4 miles wide North to South or East to West. Once approved, Franchisor will identify and describe it in the Franchise Agreement as the Designated Territory.

Franchisor shall not open a company-owned Restaurant or grant to another party any other Restaurant, which has as its primary business operating as a Yogis Grill Restaurant within Franchisee's Designated Territory for the term of this Franchise Agreement, provided Franchisee is not in material default of this Franchise Agreement.

It is Franchisee's responsibility to identify a Premises for the Restaurant and submit information about said Premises to Franchisor for approval. The Designated Territory and Premise are identified in Attachment "A," attached hereto and incorporated herein by this reference.

Franchisee's Designated Territory is exclusive and is not dependent upon achievement of a certain sales volume, market penetration, or any other factors.

Franchisee's rights under this Franchise Agreement are limited to the location so listed. Franchisee shall not relocate the Premises without prior written approval from Franchisor and payment of a relocation fee to Franchisor. Franchisor, in considering a request for relocation, shall take into account the business desirability of the proposed new location, its distance from other and future-planned franchised locations, traffic patterns, security, cost, demographics of the area, and other such factors. Relocation approval shall not be unreasonably withheld.

If the Franchisee decides to relocate within the Designated Territory, the Franchisee shall make a written request to the Franchisor for consideration and approval. Franchisee applies for review and approval of a new location to Franchisor, Franchisee shall pay the amount of Five Thousand and 00/100 Dollars ($5,000.00) to reimburse the Franchisor for the cost of review, approval, oversight, and assistance in the preparation of the new location. This amount shall be paid by the Franchisee upon notification from the Franchisor that the relocation has been approved. All lease approval requirements and conditions contained in Sections 6 and 7 of this Agreement shall be applicable to the new location.

If the location for the Premises is not known at the time of signing this Franchise Agreement, a general location or area shall be entered here and the exact location added to this Franchise Agreement at a later date when it is known.

Franchisee has no territorial restrictions on accepting business from customers who reside or work outside Franchisee's Designated Territory, nor are there any such restrictions on Franchisor, or other franchisees; however, Franchisee will not be approved to conduct any independent advertising or marketing campaign outside Franchisee's Designated Territory.

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Franchisor will not add additional products or trademarks not associated with the franchised Yogis Grill business, that are in the same industry as the franchised Yogis Grill business, compete directly with the franchised Yogis Grill business, and sell them within the Designated Territory during the term of this Franchise Agreement.

5. FEES AND PAYMENTS

A. In consideration of the rights and license granted herein, Franchisee shall pay to Franchisor the following fees:

1. An Initial Franchise Fee of Thirty Thousand and 00/100 Dollars ($30,000.00), which fee shall be deemed fully earned by Franchisor upon execution of this Franchise Agreement by Franchisee as consideration for Franchisor's services up to that time, including without limitation, screening of Franchisee candidate, counseling, training, consultation, and other efforts necessary to help Franchisee start the Restaurant.

2. Franchisor does not finance the Initial Franchise Fee in whole or in part.

3. Commencing from the Effective Date of this Franchise Agreement and continuing for the duration of the term of this Franchise Agreement, Franchisee shall pay to Franchisor a continuing ("Royalty Fee") of five percent (5%) of Franchisee's Gross Sales (as hereinafter defined) of all goods and services.[1]

4. Franchisee shall pay a continuing advertising fee contribution ("Advertising Fee") during the term of this Franchise Agreement of two percent (2%) of Franchisee's Monthly Gross Sales of all goods and services, as defined in this Section 5. The Advertising Fee has not been implemented as of this time. Franchisor will notify Franchisee when it is implemented and payments will begin at that time.

5. When implemented, Franchisee shall pay a Technology Support fee contribution ("Technology Fee") during the term of this Franchise Agreement of $150 per month for update and maintenance of the franchise website.

6. Franchisee shall pay Fines of up to Five hundred and 00/Dollars ($500.00) per incident if Franchisee fails to comply with a mandatory standard or operating procedure and if Franchisee does not cure the non-compliance within the timeframe we require.

B. All Royalty and Advertising Fee contributions required by this Section 5 shall be due and payable on a monthly basis.

1. Payments will be deducted from a checking account designated by Franchisee via Electronic Funds Transfer (EFT) on the fifth (5^{th}) calendar day of each month, for the previous month. Franchisee agrees to sign all appropriate documentation allowing Franchisor to obtain funds via EFT. Franchisee agrees to ensure that adequate funds will be available for deduction on

[1] The Royalty Fee for franchisees in Arizona is 3% of Franchisee's Gross Sales because it's less expensive to support franchisees in Arizona.

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said date each month. If funds are not available at the designated time, a Return or Dishonored Payment fee of Thirty and 00/100 Dollars ($30.00), and bank charges, will be charged to Franchisee and will be due to Franchisor upon each occurrence.

C. Gross Sales of goods shall mean the dollar aggregate of the sales price on all goods, products, memberships, parts, merchandise, and services sold by Franchisee, either on a prepaid or as-provided basis, whether sold for cash, for payment by check, on credit, or otherwise, without reserve or deduction for the inability or failure to collect for the same from Franchisee's customer, and shall specifically include all other things of value received by Franchisee as payment in the course of such operations.

Gross Sales shall not include:

1. Authorized cash or credit refunds made upon transactions that were previously included with Gross Sales and accepted by Franchisee, not exceeding the selling price of the original transaction, which may be deducted from Gross Sales in the month made; or

2. The amount of any separately collected and stated city, county, state, or federal sales, luxury, or excise tax on such sales, which Franchisee actually pays to the taxing authorities; provided however, that no franchise, capital-stock, or any similar tax based income or profits on Gross Sales shall be deducted from Gross Sales as defined herein.

D. All payments due to Franchisor for merchandise, inventory, displays, special programs, Restaurant equipment, training, or other such purchases shall be paid according to the terms established by Franchisor in writing. If any such payment is not received by Franchisor by the scheduled date due, Franchisee shall be in default under this Franchise Agreement. If any payment is overdue, Franchisee shall pay interest to the Franchisor, in addition to the overdue amount, at a rate of one and one-half percent (1.5%) per month, beginning from the date of non-payment or underpayment, until paid. Entitlement to collect such interest shall be in addition to any and all other remedies Franchisor may have. Franchisee agrees to pay thirty and 00/100 Dollars ($30.00) plus bank charges, for each check given or electronic transfer made to Franchisor that is dishonored, fails to process, or is returned.

E. No payments to be made to Franchisor by Franchisee, whether for royalties, advertising, merchandise, special programs, or otherwise, may be reduced on account of the imposition by any federal, state, or local authority of any tax, charge, or assessment, or by any claim Franchisee may have against Franchisor. All taxes, charges, or assessments shall be paid by Franchisee to the taxing authorities when due, in addition to the amounts due to Franchisor.

F. In the event Franchisee fails to provide to Franchisor any sales, financial statement, or other report which Franchisee is obligated by the Franchise Agreement to provide to Franchisor when such report is due and this failure continues for a period of ten (10) days after the date when due, regardless of the date when mailed, Franchisee shall pay to Franchisor a late fee with respect to each such report in the amount of Ten and 00/100 Dollars ($10.00) per day beginning with the eleventh (11^{th}) day after the date when the report was due. The imposition of late reporting fees shall be in addition to, and not in lieu of, any other remedy available to Franchisor for failure to report.

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G. Franchisor, at all times and without notice to Franchisee, shall have the right to have access to and view Franchisee's Yogis Grill registers or computers via the internet, or by visiting the Premises, in order to obtain sales data and other available information about the Restaurant.

H. Franchisee hereby authorizes Franchisor to process Electronic Funds Transfers (EFTs or debit entries) against Franchisee's checking account(s) for monthly franchise, advertising, and other fees that are due to Franchisor on the date that payments are due. Franchisee agrees to complete, sign, and provide Franchisor a specific authorization form within ten (10) business days of the written request by Franchisor that provides bank account information. This authorization shall remain in effect during the term of the Franchise Agreement. Franchisee agrees to promptly notify Franchisor of any changes in account information within five (5) days of any such change. Franchisee agrees and acknowledges that failure to maintain sufficient funds in the account(s) so listed to cover fee amounts that are due, on every due date, shall place Franchisee in violation of this Franchise Agreement.

I. If Franchisee is unable to operate due to damage or loss to Franchisee's Premises caused or created by a casualty, act of God, condemnation, or other condition over which Franchisee has no control, the Franchisor, in its sole determination, may elect to waive the Royalty Fee for a period no greater than one hundred twenty (120) days commencing with the month in which the Franchisee gives Franchisor notice of the damage or loss.

6. DUTIES OF FRANCHISOR

A. Franchisor shall offer and make available an initial management training program for two (2) persons designated by Franchisee, who will be the owners and/or principal operators or managers of the Yogis Grill franchise, one (1) of whom must be Franchisee, to be conducted at a location designated by Franchisor, lasting four (4) weeks. The training shall be held prior to commencing business unless Franchisor has specifically permitted, in writing, the same to be held at another time. The cost of the instruction and required materials shall be borne by Franchisor. All other expenses during the initial training period, including without limitation, accommodations, travel, and wages of the persons to be trained, shall be borne by Franchisee. Franchisor may make available to Franchisee or to Franchisee's managers, if any, such additional training programs as Franchisor, in its sole discretion, may choose to conduct. Attendance at said training programs may be made mandatory by Franchisor.

B. Franchisor shall loan one (1) copy of the Operations Manual to the Franchisee, as more fully described in Section 9 hereof. Within the Operations Manual, Franchisor will provide a list of necessary equipment, supplies, and vendors that Franchisee will be required to use, along with an approved layout of Franchisee's location

C. Franchisor shall provide general guidance in selecting a location for Franchisee's restaurant and provide prototypical information including (general layout and seating arrangement,) along with the standard required décor.

D. Franchisor shall review and approve or disapprove the lease for the Restaurant. The review by Franchisor of Franchisee's location will be completed within thirty (30) days of Franchisee's submittal.

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E. Franchisor will conduct a final walk-through inspection before final inspections by any governmental agency, and before the opening of the Restaurant. Franchisee must correct any deficiencies noted by Franchisor as a result of this inspection without delay. Franchisee may not commence business until receiving Franchisors written approval to do so.

F. Franchisor shall assist Franchisee in developing and conducting the Grand Opening Advertising Program (as described in Section 10 below), which program shall be conducted at Franchisee's expense.

G. Franchisor may, at its option, in its sole discretion, and upon such terms as it deems advisable, provide opening assistance and continuing advisory assistance in the operation of the licensed business.

H. Franchisor shall review and shall have the right to approve or disapprove all advertising and promotional materials that Franchisee proposes to use, pursuant to Section 10 below.

I. Franchisor shall list Franchisee's location on Franchisor's web site to promote and provide a means for Franchisee to be contacted through the web site. Franchisor shall list Franchisee's name, address, phone, and email. Franchisor may, at its option, provide additional information about Franchisee on its website.

J. Franchisor may directly, or indirectly through Franchisor affiliates or designated vendors, provide merchandise using the Proprietary Marks. Franchisee must pay Franchisor, its affiliates, or designated vendors for this merchandise.

K. Franchisor shall continue in its efforts to maintain high standards of quality, cleanliness, appearance, and service at all franchised and company facilities, and to that end shall:

1. Conduct periodic inspection of the Premises licensed herein and periodic evaluation of the services provided, along with the products sold and used by Franchisee;

2. When deemed advisable by Franchisor, provide to Franchisee copies of particular standards and specifications; and

3. Provide Franchisee with access to an adequate supply of proprietary recipes and products. Franchisor will also continue to develop new recipes and menu items for the franchised restaurants.

L. Franchisor shall administer an Advertising Fund, if such fund exists, or is created, in the manner set forth in Section 10 below.

M. Franchisor shall not, by virtue of any approvals or advice provided to the Franchisee, including without limitation, site selection, or approval as provided under Section 6 hereof, assume responsibility or liability to Franchisee or to any third party to which it would not otherwise be responsible or liable.

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N. Franchisee acknowledges and agrees that any designee, employee, or agent of Franchisor may perform any duty or obligation imposed on Franchisor by the Agreement, as Franchisor may direct.

O. If Franchisee believes Franchisor has failed to provide adequate pre-opening services as provided in this Agreement, Franchisee shall notify Franchisor in writing within thirty (30) days following the opening of the franchise. Absent this notice to Franchisor, Franchisee shall grant that all pre-opening and opening services required to be provided by Franchisor were sufficient and satisfactory in Franchisee's judgment.

P. Franchisor may, but need not, create a franchise advisory council to provide Franchisor with suggestions to improve the System, including matters such as marketing, operations and new product or service suggestions. Franchisor would consider all suggestions from the advisory council in good faith, but Franchisor would not be bound by any such suggestions. The advisory council would be established and operated according to rules and regulations Franchisor periodically approves, including procedures governing the selection of representatives of the advisory council to communicate with Franchisor on matters raised by the advisory council. Franchisee would have the right to be a considered as a member of the advisory council as long as Franchisee is not in default under the Franchise Agreement and Franchisee does not act in a disruptive, abusive or counter-productive manner, as determined by Franchisor in its discretion. As a member, Franchisee would be entitled to all voting rights and privileges granted to other members of the council. Any Yogis Grill business operated by Franchisor or Franchisor's affiliates would also be a member of the Advisory Council. Each member would be granted 1 (one) vote on all matters on which members are authorized to vote. Franchisor would have the power to form, change or dissolve the advisory council in Franchisor's discretion.

Q. If Franchisee requests, and Franchisor is able to provide, additional or special guidance or training, Franchisee must pay Franchisor's then-current Operating and Special Assistance charges, including Franchisor personnel's per diem charges and travel and living expenses.

7. DUTIES OF FRANCHISEE

A. Franchisee shall find a location for the Restaurant that is first approved by Franchisor in writing. The lease between Franchisee and the property lender shall not be entered into without being first approved by Franchisor. The location, site, and lease must be approved by Franchisor. If Franchisor and Franchisee are unable to come to an agreement on a particular site, a different site will be found. If Franchisee and Franchisor cannot agree on a site, Franchisor may, at its sole discretion, release Franchisee from the Franchise Agreement and refund the Initial Franchise Fee. Otherwise, Franchisor will extend the site selection time period by another 60 days to find an acceptable site. Franchisee shall enter into a lease for the Premises. Franchisor shall not be a signer on the lease entered into by Franchisee.

B. It shall be Franchisee's responsibility to see that the premises lease contains the following covenants by the property lender, and it shall be a condition to Franchisor's approval of a premises lease that the property lender shall agree as follows:

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1. The leased premises will only be used as a Yogis Grill restaurant, offering a Japanese menu, and restaurant type services under the name ("Yogis Grill").

2. Franchisor has the right to enter the premises to make any modifications necessary to protect Franchisor's Proprietary Marks.

3. Upon Franchisor's written request, the property lender shall supply Franchisor with a current copy of the lease.

4. The property lender will notify Franchisor in writing of and upon the failure of Franchisee to cure any default by Franchisee under the lease.

5. Franchisor will have the option, but not the obligation, to assume or renew the lease and the occupancy of the Restaurant, including the right to sublease to another Franchisee, for all or any part of the remaining term of the lease upon Franchisee's default or termination hereunder or upon Franchisee's default, termination, or expiration of the Franchise Agreement. In connection with said assumption, Franchisor will not be obligated to pay to the landlord past due rent, common area maintenance, and/or other charges attributable to more than one (1) month. The landlord shall give Franchisor thirty (30) days upon termination of Franchisee's rights under the lease to exercise this option.

6. The lease may not be amended, assigned, or sublet without Franchisor's prior written approval.

7. For the period of this Agreement and two (2) years after termination or expiration of Franchisee's Franchise Agreement, the property lessor, must agree to not enter into a lease with the Franchisee at the Restaurant for the sale of services related to the restaurant industry, in any capacity, and/or the sale of related items, within the building in which the Premises is located.

C. Franchisee shall apply for all required operating permits and licenses within thirty (30) calendar days after Franchisee signs the lease for the Premises.

D. Upon the surrender of the Premises, Franchisee shall conduct a physical inventory so that there is an accurate accounting of inventory and equipment on hand, goods and sellable merchandise, fixtures, equipment, and supplies and shall provide a signed copy of the physical inventory to Franchisor as of the date of surrender of the Premises. Franchisor shall have the right to enter the Premises at its convenience and conduct said physical inventory on its own. In the event the landlord shall elect to terminate the lease for reasons of default by Franchisee, such lease termination shall constitute a breach of this Franchise Agreement by Franchisee. In the event Franchisor assumes control of the Premises and the operation of the Restaurant conducted there, the future operation of that Restaurant by Franchisor shall not be as an agent of Franchisee, and Franchisor shall not be required to account to Franchisee as a result thereof

E. The Premises, whether leased or owned, will only be used for the operation of the Restaurant licensed under the Franchise Agreement. Franchisee shall complete or arrange for the completion of the construction of the franchise at the Premises in accordance with the approved site and building plan and open the Restaurant to the public not later than three hundred sixty

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(360) days after signing the Franchise Agreement. Franchisee shall reserve to Franchisor and its agents the right to inspect the construction at any reasonable time.

F. Following site selection agreement between Franchisee and Franchisor, should Franchisee fail to open the Restaurant for operation within the stated period or, if applicable, within an extension of time approved in writing by Franchisor, this Franchise Agreement shall be deemed terminated upon written notice from Franchisor to Franchisee, without the necessity of further action or documentation by either party. The Initial Franchise Fee will not be refunded in whole or in part.

G. Franchisee shall offer and sell only approved services and, only in the manner Franchisor has prescribed in the Operations Manual and otherwise in writing. Franchisee agrees not to deviate from these standards and specifications, unless Franchisor has provided written consent and Franchisee agrees to cease to offer any product or service Franchisor disapproves in writing. Franchisor has the right, without limit, to add additional, or modify approved products or services in the Operations Manual and otherwise in writing.

H. Franchisee is specifically prohibited from installing, displaying, or maintaining any vending machines, gaming machines, automatic teller machines, internet kiosks, public telephones (or payphones), or any other electrical or mechanical device in the Restaurant without Franchisor's written consent.

I. Franchisee shall maintain at all times during the term of this Franchise Agreement and any renewals hereof, at Franchisee's expense, the Premises and all fixtures, furnishings, signs, and inventory therein in conformity and compliance with Franchisor's standards and specifications as prescribed in the Operations Manual or otherwise in writing and, in connection therewith, shall make such additions, alterations, repairs, and replacements thereto (but no others without the Franchisor's prior written consent) as may be required for that purpose.

J. Franchisee shall at all times conduct and operate the Restaurant in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto and, in addition, shall observe and operate in compliance with all leasehold covenants and regulations of the building in which such Restaurant is located. Franchisee shall offer for sale only such types of products and services which have been expressly approved for sale in writing by Franchisor, obtained from approved vendors, and using approved methods and procedures, and shall maintain at all times a sufficient supply of approved products and equipment, as prescribed in the Operations Manual and as provided and revised in writing from time to time by Franchisor. In the event of a dispute between Franchisee and Franchisor concerning Franchisee's right to carry any particular product or product line or to offer any specific service, Franchisee will immediately remove the disputed products from inventory, remove the disputed service from those services offered at the Premises, or, if the same are not already in inventory or such services not yet being offered, will defer offering for sale such products and services pending resolution of the dispute.

K. Franchisee shall purchase all products, supplies, inventory, fixtures, computer systems, parts, and materials required for the operation of the Restaurant from Franchisor, or vendors who demonstrate, to the satisfaction of Franchisor, the ability to meet all of Franchisor's standards and specifications for such items, who possess adequate capacity and facilities to supply Franchisee's needs in the quantities, at the times, and with the reliability requisite to an efficient

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operation, and who have been approved by Franchisor. A list of approved products and vendors from whom products may be purchased is published in the Operations Manual and/or in policy notifications from Franchisor or provided through other communication. This list may be amended by Franchisor from time to time. If Franchisee wishes to submit additional vendors for consideration, the request may be submitted on the "Vendor Approval Criteria and Request Form." If the vendor submitted has previously been used by Franchisor and if their service was satisfactory, Franchisor will either approve the vendor on a single-use basis or add the vendor to Franchisor's permanent list. If the vendor has not been used by Franchisor previously, Franchisor will evaluate and consider the vendor after receipt of vendor samples and Franchisee's payment of One Hundred and 00/100 Dollars ($100.00) for processing and evaluation. Based on the information and samples provided to Franchisor, Franchisor will test the items supplied and review the proposed vendor's financial records, business reputation, delivery performance, credit rating, and other information. This review is typically completed in thirty (30) days. Franchisee may not purchase from any proposed vendor until Franchisee receives Franchisor's written approval. Franchisor reserves the right, at their option, to periodically re-inspect the facilities and products of any approved supplier and revoke approval if the supplier does not continue to meet any of Franchisor's then-current criteria. If Franchisor decides to revoke the approval Franchisor will provide Franchisee with a written thirty (30) day notice.

L. Franchisee acknowledges and agrees that Franchisee is solely responsible for protecting itself from computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders.

M. Franchisee will maintain a stated minimum inventory of products approved by or manufactured for Franchisor to support daily sales and to support the Advertising programs of Franchisor, as provided under the Franchisor's inventory control system, Restaurant design, and approved layout, or otherwise in writing. The Franchisee will honor the product and service consumer warranties as determined by Franchisor. Franchisee will openly and prominently display franchise promotional materials provided by Franchisor. Franchisee will offer all marketing, sales specials, advertised specials, and other programs as required by Franchisor.

N. Franchisee and its manager(s) shall attend and pass to the Franchisor's satisfaction such training programs as required by Franchisor, prior to the opening of the Restaurant. If Franchisor determines, in its sole discretion, that Franchisee does not pass said training program, Franchisor may terminate this Franchise Agreement, effective upon immediate delivery of written notice to Franchisee. Franchisor will not be liable to return any franchise fee or pay any costs or expenses Franchisee incurs if Franchisor terminates this agreement due to failure of said training program. Franchisor may require, during the term of this Franchise Agreement, that Franchisee attend Franchisor's monthly and annual national meetings and conventions. Franchisee shall stay at the hotel or resort where the convention is hosted, unless Franchisee lives within 10 miles of the facility. Franchisee must pay for travel, lodging and living expenses.

O. To the extent Franchisor decides to offer, or require that Franchisee attends, any additional training courses, conventions, or meetings in the future, Franchisor will develop and determine the cost, location, content, duration, and frequency of those programs at a later time.

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P. Franchisee will also be responsible to pay the travel, lodging, and meal expenses for the trainers required to travel to Franchisee's Premises, if training at the Premises is required.

Q. Franchisee shall conduct training classes for the Franchisee's employees on training, sales, and maintenance techniques for day-to-day operation of your Franchised Business. Franchisee will also conduct training for the Franchisee's employees on the Yogis Grill brand, System and Marks as outlined in the Operations Manual and from time to time by Franchisor through other written and verbal communication.

R. Franchisee shall keep the Restaurant open and in normal operation for such minimum hours and days as Franchisor may recommend in the Operations Manual or otherwise in writing, and Franchisee shall refrain from using or suffering the use of the Premises for any purpose or activity other than for the operation of the licensed business at any time without first obtaining the written consent of Franchisor.

S. Franchisee shall operate the Restaurant in conformity with the methods, standards, and specifications of the Franchisor as they are prescribed in the Operations Manual or otherwise in writing. Franchisee shall maintain the Premises in a clean and orderly manner and shall see that all inventory remains in good, clean condition and is properly priced and displayed. Franchisee shall at all times maintain a customer list and a copy of all customers' contracts in the Premises and make such available for inspection by Franchisor upon request.

T. Franchisor shall deliver to Franchisee, prior to the Scheduled Opening Date, Franchisor's current list of suggested prices for menu items, which may vary among various franchises. Franchisor shall give Franchisee written notice of all changes to suggested prices (including any temporary promotional changes) and such changes shall be effective upon receipt, unless otherwise stated in the notice. Franchisee is under no obligation to adhere to the suggested prices, but should be aware that promotional and marketing materials and campaigns prepared and provided by the Franchisor may include such prices.

U. Franchisee shall manage and operate the Restaurant in an ethical and honorable manner, providing courteous and professional services to customers and always keeping its customers' interests in mind while protecting the good name of Yogis Grill. Franchisee shall handle all customer complaints and requests for returns and adjustments in a manner that will not detract from the name and goodwill enjoyed by Franchisor and shall consider and act promptly upon the recommendations of Franchisor with respect to the handling of customer complaints.

V. To determine whether Franchisee and the Yogis Grill franchise are complying with this Agreement, the Operations Manual and the System, Franchisor and its designated agents or representatives may at all times and without prior written notice to Franchisee: 1) inspect the Premises; 2) observe and monitor the operation of the franchise for consecutive or intermittent periods as Franchisor deems necessary; 3) interview personnel and customers of the franchise; and 4) inspect and copy any books, records, and agreements relating to the franchise operation. Franchisee agrees to cooperate with Franchisor fully. If Franchisor exercises any of these rights, Franchisor will not interfere unreasonably with the operation of the franchise

W. It is strongly advised that Franchisee personally participate in the direct operation of the Restaurant on a full-time basis; however, Franchisee may hire another employee to operate the

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location upon written approval from Franchisor. Franchisee is responsible for all aspects of the operation of the franchise and must be certain that all the information, terms, conditions, and requirements as contained in this Franchise Agreement and in the Operations Manual are met and kept. Franchisee must attend and successfully complete Franchisor's prescribed initial training.

X. Franchisee agrees to accept credit cards at the Premises to facilitate sales. Credit cards accepted shall include Visa, MasterCard and American Express. Franchisee shall also accept debit cards unless accepting debit cards requires a separate credit card processing terminal or an additional expense.

Y. Franchisee agrees to promptly pay Franchisor all payment and contributions that are due to Franchisor or its affiliates.

Z. Franchisee agrees to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the franchise, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. Franchisee's employees must be competent, conscientious, and properly trained.

AA. Franchisee agrees the people Franchisee retains to work in Franchisee's Franchised Business will be Franchisee's agents and employees. They are not Franchisor's agents or employees and Franchisor is not a joint employer of those persons. Franchisee must determine who to hire, how many people to retain, how to appropriately compensate, terms of employment, working conditions, and when and how to discipline and terminate. Franchisee must comply with all applicable employment laws. We will not operate your Franchised Business, direct your employees, or oversee your employment policies or practices.

BB. Franchisee may establish its own social media accounts (Facebook, LinkedIn, Twitter, YouTube, Pinterest, etc.) and manage its own posts, using the franchise name, but all posts are subject to Franchisor's review.

8. PROPRIETARY MARKS

A. Franchisee acknowledges the exclusive ownership and/or right to use of the Proprietary Marks by Franchisor, and Franchisee agrees that during the term of this Franchise Agreement and after its expiration or termination Franchisee will not directly or indirectly contest or aid in contesting the validity of the Proprietary Marks or the ownership or rights of the Proprietary Marks by Franchisor. Furthermore, Franchisee intends and hereby concedes that any commercial use Franchisee may make of the Marks shall contribute and inure to the commercial use and benefit of Franchisor, which Franchisor may claim to strengthen and further secure ownership of the Proprietary Marks.

B. It is understood and agreed that the use by Franchisee of Franchisor's Proprietary Marks applies only in connection with the operation of the franchise at the Premises, includes only such Proprietary Marks as are now designated, or which may hereafter be designated in the Operations Manual or otherwise in writing as part of the System (which might or might not be all

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of the Proprietary Marks pertaining to the System owned by the Franchisor), 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.

C. To develop and maintain high, uniform standards of quality and service and thereby protect Franchisor's reputation, goodwill, and that of the System, Franchisee agrees to:

1. Operate and advertise the Franchise only under the Proprietary Marks authorized by Franchisor as specified in the Franchise Agreement or Operations Manual; and

2. Maintain and display signs reflecting the current commercial image of the System and, upon notice from Franchisor, to immediately discard and cease use of imagery that has become obsolete and no longer authorized by Franchisor.

D. Franchisee acknowledges that the Proprietary Marks, System, Operations Manual, and all other information and items delivered to Franchisee by Franchisor pursuant to this Agreement or in furtherance of the System, including without limitation, video and audio tapes or disks, information communicated by electronic means, and intellectual property, are the sole and exclusive property of Franchisor, and Franchisee's rights to use same are contingent upon Franchisee's continued full and timely performance under this Franchise Agreement. Franchisee acknowledges it acquires no rights, interests, or claims to any of said property, except for Franchisee's rights to use the same under this Franchise Agreement for the term hereof and strictly in the manner prescribed. Franchisee agrees that at no time during the term of this Franchise Agreement or at any time after the termination or expiration and non-renewal of this Franchise Agreement shall Franchisee contest the sole and exclusive rights of Franchisor to the Proprietary Marks, System, Operations Manual and other information, intellectual property, and items delivered or provided or to which Franchisee obtains access under this Franchise Agreement, nor shall Franchisee claim any proprietary interest in such property. Franchisee agrees that neither during the term of this Franchise Agreement nor at any time after its termination or expiration and non-renewal shall Franchisee adopt or employ any names, marks, insignias, or symbols in any business that are or may be confusingly similar to the Proprietary Marks licensed under this Franchise Agreement. Furthermore, Franchisee agrees to cooperate with and assist Franchisor in connection with any legal action brought by or against either of them regarding the protection and preservation of the Proprietary Marks, System, or Operations Manual and other information and intellectual property delivered to Franchisee or used by Franchisee under this Franchise Agreement.

E. Franchisee agrees that all documents, papers, notes, and other materials, as well as work products containing or derived from the proprietary information or from the knowledge of, or in connection with, the operation of the franchise, shall be Proprietary Information (as hereinafter defined) shall be owned exclusively by Franchisor. Franchisee agrees that it will have no proprietary interest in any work product developed or used by it and arising out of the operation of the Franchise. Franchisee will, from time to time as may be requested by Franchisor, do all things that may be necessary to establish or document Franchisor's ownership of any such work product, including without limitation, the execution of assignments.

F. Franchisee agrees to disclose promptly to Franchisor any and all inventions, discoveries, and improvements, whether or not patentable or copyrightable, that are conceived or made by

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Franchisee or agents and are related to the operation of the Franchise, all of which shall be automatically owned by Franchisor without compensation to Franchisee. Whenever requested to do so by Franchisor, Franchisee will execute any and all applications, assignments, or other instruments that Franchisor may deem necessary to apply for and obtain intellectual property protection or to otherwise protect Franchisor's interest therein. These obligations shall continue beyond the termination or expiration of this Franchise Agreement.

G. No representation or warranty, express or implied, is made by Franchisor to the effect that the use of the System does not constitute an infringement upon the patent, copyright, or other proprietary rights of other persons. Franchisee hereby agrees that Franchisor shall have no liability to Franchisee in the event the System is held not to be secret or confidential or in the event that any infringement of others' proprietary rights occurs because of Franchisee's use of the System.

H. If in Franchisor's reasonable determination, the use of Proprietary Marks in connection with the services or products of Yogis Grill will infringe or potentially infringe upon the rights of any third party, weakens or impairs Franchisor's rights in the Proprietary Marks, or it otherwise becomes advisable at any time in Franchisor's sole discretion for Franchisor to modify, discontinue, or to use one (1) or more additional or substitute trade or service Proprietary Marks, then upon notice from Franchisor, Franchisee will terminate or modify, within a reasonable time, such use in the manner prescribed by Franchisor. If Franchisor changes the Proprietary Marks, Franchisor will not reimburse Franchisee for any out-of-pocket expenses Franchisee incurs to implement such modifications or substitutions. Franchisor is not obligated to reimburse Franchisee for any loss of goodwill or revenue associated with any modified or discontinued Proprietary Mark, nor is Franchisor responsible for reimbursing Franchisee for any other costs or damages.

I. Franchisee agrees not to make any changes or amendments whatsoever in or to the use of the Proprietary Marks unless directed by Franchisor in writing.

J. Upon termination or expiration and non-renewal of this Franchise Agreement, Franchisee agrees to immediately cease use, in any manner whatsoever, of any of the Proprietary Marks or any other Marks or trade names that may be confusingly similar to the Proprietary Marks.

K. Franchisee acknowledges that there will be substantial confusion among the public if, after the termination or expiration and non-renewal of this Franchise Agreement, Franchisee continues to use advertisements and/or the telephone number listed in the telephone directory under the name "Yogis Grill" or any name similar to it. Thus, effective upon the termination or expiration and non-renewal of this Franchise Agreement, Franchisee agrees to direct the telephone company servicing Franchisee to disconnect the telephone number listed under Franchisee's business-related name in the then-existing telephone directory or transfer such number to Franchisor or to any person or location of Franchisor's choosing. If Franchisee fails to take these steps, Franchisee shall be deemed to have hereby irrevocably appointed Franchisor as Franchisee's attorney-in-fact for purposes of directing and accomplishing such transfer. Franchisee understands and agrees that, notwithstanding any billing arrangements with any telephone company or yellow pages directory company, Franchisor will be deemed for purposes hereof to be the subscriber of such telephone numbers, with full authority to instruct the applicable telephone or yellow pages directory company as to the use and disposition of telephone listings

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and numbers. Franchisee hereby agrees to release, indemnify, and hold such companies harmless from any damages or loss as a result of following Franchisor's instructions.

L. Franchisee understands and agrees that its right to use the Proprietary Marks is non-exclusive, that Franchisor in its sole discretion has the right to grant licenses to others to use the Proprietary Marks and obtain the benefits of the System in addition to the licenses and rights granted to Franchisee under this Franchise Agreement, and that Franchisor may develop and license other trademarks or service marks in conjunction with systems other than the System on any terms and conditions as Franchisor may deem advisable where Franchisee will have no right or interest in any such other trademarks, licenses, or systems.

M. With respect to Franchisee's use of the Proprietary Marks pursuant to this Franchise Agreement, Franchisee acknowledges and agrees that:

1. Franchisee shall not use the Proprietary Marks as part of Franchisee's corporate or any other business name;

2. Franchisee shall not hold out or otherwise use the Proprietary Marks to perform any activity or incur any obligation or indebtedness in such a manner as might in any way make Franchisor liable therefor without Franchisor's prior written consent; and

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

N. Franchisee acknowledges that the use of the Proprietary Marks outside the scope of this license without Franchisor's prior written consent is an infringement of Franchisor's exclusive right to use the Proprietary Marks and, during the term of this Franchise Agreement and after the expiration or termination hereof, Franchisee covenants not to directly or indirectly commit an act of infringement, contest or aid in contesting the validity or ownership of Franchisor's Proprietary Marks, or take any other action in derogation thereof.

O. Franchisee shall notify Franchisor within three (3) calendar days of any suspected infringement of, or challenge to, the validity of the ownership of, or Franchisor's right to use, the Proprietary Marks licensed hereunder. Franchisee will not communicate with any persons other than Franchisor or Franchisor's legal counsel in connection with any such infringement, challenge, or claim. Franchisee acknowledges that Franchisor has the right to control any administrative proceeding or litigation involving the Proprietary Marks. In the event Franchisor undertakes the defense or prosecution of any litigation relating to the Proprietary Marks, Franchisee agrees to execute any and all documents and to do such acts and things as may be necessary in the opinion of counsel for Franchisor to carry out such defense or prosecution.

P. Except to the extent that such litigation is the result of Franchisee's use of the Proprietary Marks in a manner inconsistent with the terms of this Franchise Agreement, Franchisor agrees to indemnify and defend Franchisee against all claims or actions arising out of Franchisee's use of the Marks as authorized by Franchisor and to reimburse the Franchisee for its out-of-pocket costs in doing such acts and things, except that Franchisee shall bear the salary costs of its employees.

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Q. In addition to all other obligations of Franchisee with respect to the Proprietary Marks licensed herein, Franchisee agrees:

1. To feature and use the Proprietary Marks solely in the manner prescribed by Franchisor and not use the Proprietary Marks on the internet except as approved in writing by Franchisor; and

2. To observe all such requirements with respect to service mark, trademark and copyright notices, fictitious name registrations, and the display of the legal name or other identification of Franchisee as Franchisor may direct in writing from time to time.

9. OPERATIONS MANUAL

A. In order to protect the reputation and goodwill of Franchisor and the System, and to maintain uniform standards of operation under Franchisor's Proprietary Marks, Franchisee shall conduct the Restaurant in strict accordance with Franchisor's Operations Manual.

B. Franchisee acknowledges the Operations Manual provided by Franchisor to Franchisee is intended to protect Franchisor's standards, systems, names, and marks and is not intended to control day-to-day operation of Franchisee's Restaurant. Franchisee further acknowledges and agrees that Franchisee's Restaurant will be under the control of the Franchisee at all times. Franchisee will be responsible for the day-to-day operation of the Restaurant.

C. In connection with the operation of the Restaurant, Franchisee will from time to time become acquainted with, work with, and even generate certain information, procedures, techniques, data, and materials that are and, by this Franchise Agreement, will become, proprietary to Franchisor. Franchisee and all persons signing this Franchise Agreement agree to keep confidential any of Franchisor's trade secrets or proprietary information as defined below and will not use such for its or their own purpose or supply or divulge same to any person, firm, association, or corporation except as reasonably necessary to operate the Restaurant.

D. The confidentiality requirements set forth in the preceding paragraph will remain in full force and effect during the term of this Franchise Agreement and in perpetuity after its termination or expiration and non-renewal. Franchisor's trade secrets and proprietary information include the following:

1. The Operations Manual.

2. Information that relates in any manner to Franchisor's Restaurant or the System, including without limitation, information relating to Franchisor's marketing materials and methods whether oral or reduced to writing, that is not generally known to, or readily ascertainable by, other persons who might derive economic benefit from its disclosure or use.

3. Any other information that may be imparted to Franchisee from time to time and designated by Franchisor as confidential.

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E. Franchisee acknowledges and agrees that the Proprietary Information and any business goodwill of the Franchise are Franchisor's sole and exclusive property and that Franchisee will preserve the confidentiality thereof. Upon the termination or expiration and non-renewal of this Franchise Agreement, all items, records, documentation, and recordings incorporating any Proprietary Information will be immediately turned over by Franchisee, at Franchisee's sole expense, to Franchisor or to Franchisor's authorized representative.

F. Excepted from Proprietary Information for purposes of non-disclosure to any third parties by Franchisee and/or its Restricted Persons (as hereinafter defined) is information which:

1. Becomes publicly known through no wrongful act of Franchisee or Restricted Persons; or

2. Is known by Franchisee or Restricted Persons without any confidential restriction at the time of the receipt of such information from Franchisor or becomes rightfully known to them without confidential restriction from a source other than Franchisor.

G. Franchisee shall at all times treat the Proprietary Information as confidential and shall use all reasonable efforts to keep such information secret and confidential. The Operations Manual must remain at the Premises and be kept in a secure location, under lock and key, except when it is being studied by Franchisee or Franchisee's employees. Franchisee shall not, at any time without Franchisor's prior written consent, copy, scan, duplicate, record, distribute, disseminate, or otherwise make the Operations Manual available to any unauthorized person or entity, in whole or in part.

H. Franchisee shall adopt and implement all reasonable procedures as Franchisor may prescribe from time to time to prevent the unauthorized use or disclosure of any of the Proprietary Information. Franchisee shall require that all of its officers, agents, directors, shareholders, trustees, beneficiaries, partners, and independent contractors who may obtain or who are likely to obtain knowledge concerning the Proprietary Information ("Restricted Persons") execute an agreement in the form marked Exhibit H ("Confidentiality and Non-Competition Agreement") binding such persons to preserve the confidentiality of the Proprietary Information as part of the terms and conditions of such person's association with Franchisee. Franchisee must obtain a Confidentiality and Non-Competition Agreement signed by any such person prior to or at the same time of its association with that person. Franchisee's spouse or significant other shall also be bound by the same requirement and shall sign the same Confidentiality and Non-Competition Agreement. Franchisee shall send to Franchisor a duplicate original of each signed Confidentiality and Non-Competition Agreement.

I. Franchisor will loan one (1) copy of the Operations Manual to Franchisee. The Operations Manual shall at all times remain the sole property of Franchisor and must be returned to Franchisor upon termination or expiration and non-renewal of this Franchise Agreement.

J. In order for Franchisee to benefit from new knowledge, information, methods, and technology adopted and used by Franchisor in the operation of the System, Franchisor may from time to time revise the Operations Manual, and Franchisee agrees to adhere to and abide by all such revisions.

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K. Franchisee agrees at all times to keep its copy of the Operations Manual current and up-to-date and, in the event of any dispute as to the contents of Franchisee's Manual, the terms of the master copy of the Operations Manual maintained by Franchisor at Franchisor's home office shall be controlling. Out-of-date pages shall be returned to Franchisor immediately upon replacement, as instructed in the Operations Manual.

L. The Operations Manual is intended to further the purposes of this Franchise Agreement and is specifically incorporated by reference into this Franchise Agreement. Except as set forth in this Franchise Agreement, in the event of a conflict between the terms of this Franchise Agreement and the terms of the Operations Manual, the terms of this Franchise Agreement shall control.

10. ADVERTISING

A. Franchisee acknowledges that advertising is required in connection with the operation of the Restaurant. As such, Franchisee shall advertise and promote the Restaurant at Franchisee's own expense and all advertising, marketing, and promotional plans Franchisee utilizes must be in the media and type of format that is approved by Franchisor. Franchisee shall submit to Franchisor for prior written approval, samples of all advertising and promotional plans and materials that Franchisee desires to use that have not been prepared by Franchisor or previously approved by Franchisor. Franchisee shall not use any advertising materials or any advertising or promotional messages in connection with the promotion of its Restaurant absent prior written approval by Franchisor. Franchisor will approve or disapprove in writing the advertisement for use within thirty (30) days of Franchisor's receipt of Franchisee's advertisement proposal.

B. Franchisee will spend a minimum of Two Thousand and 00/100 Dollars ($2,000.00) for promotional advertising during the period ending ninety (90) days following the opening of the Restaurant ("Grand Opening Advertising"). Franchisee shall pay this sum to Franchisor sixty (60) days from the signing of the Franchise Agreement or thirty (30) days before the projected date of opening, whichever comes first. The Grand Opening Advertising fee is not refundable in whole or in part under any circumstances.

C. Franchisor does not require Franchisee to spend a minimum amount for local advertising and marketing within Franchisee's Designated Territory ("Local Advertising Expenditure"), but does encourage Franchisee to do so.

D. Immediately after the Grand Opening Advertising expires, and during the remaining Initial Term and any Interim Period, the Franchisee shall spend a minimum of two percent (2%) of the Gross Revenues for the preceding month for advertising and promotion ("Advertising Fee"). Salaries for marketing support personnel are separate expenses that are not included in the Advertising Fee. The Advertising Fee has not been implemented as of this time. Franchisor will notify Franchisee when it is implemented and payments will begin at that time.

E. At Franchisor's request, Franchisee will submit to Franchisor an accounting of Franchisee's previous month's expenditures for advertising and promotion on a form approved by Franchisor, and Franchisor reserves the right to require Franchisee to provide actual receipts documenting such expenditures.

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F. Franchisor has established an Advertising Fund for the System and requires Franchisee to contribute to the Advertising Fund. All payments by Franchisee to the Advertising Fund are non-refundable and shall be in addition to, and not in lieu of, required local, grand opening advertising expenditures by Franchisee. All company-owned franchises will contribute to the Advertising Fund on the same basis as franchisees. Franchisor will account separately for all sums paid to the Advertising Fund. The Advertising Fund shall be maintained and administered by Franchisor or Franchisor's designee as follows:

1. Franchisor will use Advertising Fund, all contributions to it, and any earnings on it, exclusively for preparing, directing, conducting, placing, and administering advertising, marketing, public relations, and/or promotional programs and materials, and any other activities, which Franchisor believes would enhance the image of the System, Proprietary Marks, and products or services.

2. Franchisor is not obligated to spend monies from the Advertising Fund in any particular Franchisee's market in proportion to the payments to the fund made by the Franchisee in that market. Franchisor does not represent that it will spend any particular amount of advertising funds locally, regionally, or nationally.

3. The Advertising Fund may be used to meet any and all costs of maintaining, administering, directing, and preparing advertising. This includes, among other things, direct mail advertising, marketing surveys and other public relations activities, developing and maintaining the Yogis Grill website, employing advertising and public relations agencies, purchasing promotional items, and other marketing materials and services to the franchises operating under the System. These costs may include the proportionate share of Franchisor's employees who devote time and render services for advertising and promotion or the administration of the Advertising Fund, including administrative costs, salaries, and overhead expenses related to administering the Advertising Fund and its programs.

4. Franchisor will not use Advertising Fund contributions to create or place any advertisement that is principally a solicitation for new franchisees, however, may include in all advertising prepared from Advertising Fund contributions (including Internet advertising) information concerning franchise opportunities, and a portion of these contributions may be used to create and maintain one (1) or more interior pages on Franchisor's website devoted to advertising franchise opportunities and identifying and screening requirements and applications submitted by franchise candidates

5. No part of the Advertising Fund shall be used by Franchisor to defray any of its general operating expenses, other than those reasonably allocable to such advertising or other activities reasonably related to the administration or direction of the Advertising Fund. Franchisor may, in its sole discretion from time to time, advance monies to the Advertising Fund and charge the Advertising Program interest on such advances at an annual rate of one percent (1%) above the prime rate then designated by The Bank of America (or if no such rate is then so being designated, at such annual rate as reasonably determined by Franchisor is an equivalent rate) and may authorize repayment of such advances from the Advertising Fund, all in accordance with such terms as the Franchisor deems necessary or appropriate.

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6. Franchisor shall administratively segregate all contributions to the Advertising Fund on its books and records. All such payments to the Advertising Fund may be deposited in Franchisor's general operating account, may be commingled with Franchisor's general operating funds, and may be deemed an asset of Franchisor, subject, however, to the Franchisor's obligation to expend the monies in the Advertising Fund in accordance with the terms hereof. Franchisor may, in its sole discretion, elect to accumulate monies in the Advertising Fund for such periods of time, as it deems necessary or appropriate, with no obligation to expend all monies received in any fiscal year during such fiscal year. In the event Franchisor's expenditures for Advertising Fund in any one (1) fiscal year shall exceed the total amount contributed to the Advertising Fund during such fiscal year, Franchisor shall have the right to be reimbursed to the extent of such excess contributions from any amounts subsequently contributed to the Advertising Fund or to use such excess as a credit against its future contributions. The parties do not intend that the Advertising Fund be deemed a trust.

7. Franchisor shall, on an annual basis, account for the operation of the Advertising Fund and prepare a financial statement evidencing such accounting. The annually-prepared financial accounting for the operation of the Advertising Fund shall be provided upon request in writing to Franchisee.

8. Franchisor, in the future and in its sole determination, may establish an Advertising Council to administer the Advertising Fund, consisting of franchisees, management representatives, or employees selected by Franchisor. If an Advertising Council is established by Franchisor, the membership of such Council, along with the policies and procedures by which it operates, shall be determined by Franchisor.

G. Franchisor may, but need not, at its cost and in its sole discretion, disseminate advertising coverage that is regional or national in coverage to promote the Yogis Grill System.

11. ACCOUNTING AND RECORDS

A. Franchisee shall, in a manner satisfactory to Franchisor and in accordance with generally accepted accounting principles, maintain original, full, and complete register tapes, computer files, back-up files, other records, accounts, books, data, licenses, contracts, and product vendor invoices which shall accurately reflect all particulars relating to Franchisee’s Restaurant, as well as such statistical and other information or records as Franchisor may require. All of this information shall be kept for not less than three (3) years, even if this Franchise Agreement is no longer in effect. Upon Franchisor's request, Franchisee shall furnish the Franchisor with copies of any or all product or equipment supply invoices reflecting purchases by or on behalf of the Restaurant. In addition, Franchisee shall compile and provide to Franchisor any statistical or financial information regarding the operation of the Restaurant, the products and services sold by it, or data of a similar nature, including without limitation, any financial data that Franchisor believes that it needs to compile or disclose in connection with the sale of franchises or that Franchisor may elect to disclose in connection with the sale of franchises. All data provided to the Franchisor under this Section 11 shall belong to Franchisor and may be used and published by Franchisor in connection with the System. Franchisor and its designated agents shall have the right to examine and audit such records, accounts, books, computer files, and data at all

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reasonable times to ensure that Franchisee is complying with the terms of this Franchise Agreement. If such inspection discloses that the Gross Sales of the Restaurant during any scheduled reporting period equals or exceeds two percent (2%) or more of the correct amount reported by Franchisee as its Gross Sales, Franchisee shall bear the cost of such inspection and audit and shall pay any deficiency of such overdue amount within thirty (30) days from invoice with interest of one and one-half percent (1.5%) from the original date due.

B. Franchisee shall record all sales on a point-of-sale terminal, computer, or other register device as approved by Franchisor, containing a device that will record accumulated sales and which cannot be turned back, reset, or erased. Franchisee's record of sales shall show register readings and a summary of totals at the beginning and ending of each day. Franchisor shall, at all times and without notice to Franchisee, have the right to access and view Franchisee's registers or computers via the internet or by visiting the Premises in order to obtain sales data and other available information about the Restaurant.

C. Franchisee shall, at its own expense, use such computer equipment and software, internet management and operating systems, bookkeeping and recording forms, stationary, business cards, sales slips, invoices, purchase order forms, reprints, and other miscellaneous operating forms as Franchisor may specify in the Operations Manual or otherwise in writing.

D. Unless working out of a home office, Franchisee will not install or load any computer software on the hard disks of the computers located at the Premises or used by the Restaurant, except when such software has previously been approved by Franchisor. The passwords to access all computers located at the Premises or used by the Restaurant, and the passwords to all files located on said computers, shall exclusively be and remain the property of Franchisor. All computer and file passwords shall be supplied as a list to Franchisor by Franchisee, which list shall be updated the same day that any passwords are changed or modified by Franchisee or by any other person.

E. No later than the fifth (5^{th}) day of each month, Franchisee shall deliver to Franchisor, on forms or electronic methods as prescribed by Franchisor, a report showing the fees due to Franchisor during the preceding month, itemized by revenue-producing activity as specified from time to time by Franchisor, the Gross Sales at the Premises for the prior month and such other information as Franchisor may require, all shall be signed and certified as true and correct by an authorized agent of Franchisee. Together with such statements, Franchisee shall pay Franchisor all amounts due hereunder with respect to the period covered by each such statement.

F. At any time and upon request of Franchisor, Franchisee shall provide Franchisor with a copy or summary listing, at Franchisor's discretion, of all current contracts, listings, agreements, and projects that Franchisee is involved in or working with.

G. Upon Franchisor's request, Franchisee shall furnish the Franchisor with a copy of each of its reports, returns of sales, use and gross receipt taxes, and complete copies of any state or federal income tax returns covering the operation of the Restaurant, all of which Franchisee shall certify as true and correct.

H. Franchisee shall prepare and deliver to Franchisor on a monthly basis, no later than the twentieth (20^{th}) day of each month, an unaudited profit and loss statement, in a form satisfactory to

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Franchisor, acting in its sole and subjective discretion, covering Franchisee's Restaurant for the prior month and such additional reports as Franchisor may require, all of which shall be certified by Franchisee as true and correct. Franchisee shall also submit to Franchisor by March 1 and September 1 of each year during the term of this Franchise Agreement an unaudited balance sheet reflecting the financial position of the Restaurant as of the preceding December 31 and June 30. In addition, Franchisee, as well as any guarantor(s) of this Franchise Agreement, shall deliver to Franchisor a financial statement, certified as correct and current, in a form which is satisfactory to Franchisor and which fairly represents the total assets and liabilities of Franchisee and any such guarantor(s), within sixty (60) days after request from Franchisor.

I. Each quarter, Franchisee will provide Franchisor with a copy of Franchisee's sales tax report that is sent to the state Board of Equalization or equivalent agency in Franchisee's state.

J. Within ninety (90) days after the close of each fiscal year of Franchisee, Franchisee shall furnish to Franchisor financial statements which shall include a statement of income and retained earnings, a statement of changes in financial position, and a balance sheet of the Restaurant, all as of the end of such fiscal year, which shall be certified by Franchisee as being true and correct.

K. Upon the request of Franchisor, in addition to the foregoing unaudited statements, within one hundred twenty (120) days after the close of each fiscal year of Franchisee, Franchisee shall furnish to Franchisor, at the Franchisee's expense, an audited statement of income and retained earnings of Franchisee for such fiscal year and an audited balance sheet of Franchisee as of the end of such fiscal year, all prepared in accordance with generally accepted accounting principles and certified to by a certified public accountant.

M. In addition to the foregoing statements, promptly upon request by Franchisor and within sixty (60) days after the close of each fiscal year of Franchisee, Franchisee shall furnish to Franchisor a list of all holders of legal and beneficial interests in Franchisee, certified as complete by Franchisee. If any of Franchisee's general partners, officers, or directors cease to serve as such, or if any individual is elected as a general partner, officer, or director after execution of this Franchise Agreement, or if Franchisee changes the legal structure under which Franchisee entered into this Franchise Agreement, Franchisee will notify Franchisor within ten (10) days after such change. Promptly upon request by Franchisor, Franchisee shall furnish a list of all holders of legal and beneficial interests in Franchisee, together with a description and percentage amounts, names, addresses, and telephone numbers.

12. INSURANCE AND INDEMNIFICATION

A. Franchisee shall, at its own expense and no later than the earliest of (a) the date on which Franchisee uses any of the Proprietary Marks, (b) the date of commencement of initial merchandising and layout of the Premises, or (c) the arrival of any of the initial inventory, whether the location is open or not, procure and maintain in full force and effect throughout the term of this Franchise Agreement the types of insurance coverage listed below. The required amounts may be adjusted by Franchisor according to situations in different states and locations, and changes in coverage common in Franchisor's industry, or experience. The coverage must include the type and amount shown below, and/or coverage required by your landlord (if one):

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Type of Coverage	Amount[2]	Maximum Deductible
General Liability (each occurrence)	$500,000	$2,500
General Liability (general aggregate)	$1,000,000	$2,500
Personal Liability (each occurrence)	$500,000	$2,500
Fire Damage	$250,000	$2,500
Medical Expenses	$50,000	$2,500
Employee benefit liability	$1,000,000	$2,500
Umbrella liability (each occurrence)	$500,000	$2,500
Umbrella liability (general aggregate)	$1,000,000	$2,500
Property insurance	Replacement cost	$2,500

Franchisee must buy insurance only from carriers rated A-VIII or better by A.M. Best and Company, Inc. (or similar criteria as Franchisor periodically specifies). The policies must provide protection against any demand or claim relating to personal injury, death, negligence, or property damage, or any loss, liability or expense arising from the operation of the Yogis Grill Restaurant. Franchisor may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, changing economic conditions, or other relevant changes in circumstances. All insurance policies Franchisee purchases must name Franchisor and any affiliate Franchisor designate as additional insureds and provide for thirty (30) days' prior written notice to Franchisor of a policy's material modification or cancellation. The cost of Franchisee's premiums will depend on the insurance carrier's charges, terms of payment, and Franchisee's insurance and payment histories. Franchisee shall make timely delivery of certificates of all required insurance to Franchisor, each of which shall contain a statement by the insurer that the policy will not be cancelled or materially altered without at least thirty (30) days' prior written notice to Franchisor. The procurement and maintenance of such insurance shall not relieve Franchisee of any liability to Franchisor under any indemnity requirement of this Franchise Agreement.

B. Should Franchisee for any reason fail to procure and maintain such insurance coverage, Franchisor shall have the right and authority, without having any obligation to do so, to immediately procure such insurance coverage and to charge the same to Franchisee who shall pay Franchisor such charges upon demand, plus a reasonable fee for the expenses incurred by Franchisor in connection with procuring such insurance.

C. Franchisee, as a material part of the consideration to be rendered to Franchisor, shall hold Franchisor harmless from and indemnify and defend Franchisor and Franchisor's directors, officers, principals, managers, shareholders, subsidiaries, employees, servants, agents, and assignees from and against any and all loss, losses, damage, claims, demands, damages, liabilities (including injuries to Franchisor), and causes of actions of every kind or character and nature, as well as costs and expenses incident thereto, including reasonable attorneys' fees ("Claims") which in any manner arises out of or is connected to Franchisee's ownership, management, or operation of the franchise hereunder. Notwithstanding the foregoing, Franchisor will have the right, at Franchisor's option, to defend any such Claims and may require immediate

[2] Should your landlord require an amount higher than those specified herein, you must meet your landlord's requirements.

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reimbursement from the Franchisee of all expenses and fees incurred in connection with such defense.

13. INDEPENDENT CONTRACTOR

A. In all dealings with third parties, including without limitation, employees, suppliers, and customers, Franchisee shall disclose in an appropriate manner acceptable to Franchisor that it is an independent entity licensed by Franchisor. Nothing in this Franchise Agreement is intended by the parties hereto either to create a fiduciary relationship between them or to constitute that the Franchisee is an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of Franchisor for any purpose whatsoever.

B. 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 or to create any obligation on behalf of Franchisor.

C. Franchisee agrees to post a notice in an area clearly visible to employees at the Franchised Business, notifying all employees of their employer and clearly stating that neither Franchisor nor its affiliates are the employer of the employees.

14. TRANSFER AND ASSIGNMENT

A. This Franchise Agreement and all rights and duties hereunder may be freely assigned or transferred by Franchisor, in whole or in part, in its sole discretion, without Franchisee's consent, to any person or legal entity that agrees to assume Franchisor's obligations hereunder, including a competitor of Franchisor, and shall be binding upon and inure to the benefit of Franchisor's successors and assigns, including without limitation, any entity which acquires all or a portion of the capital stock of Franchisor or any entity resulting from or participating in a merger, consolidation, or reorganization in which Franchisor is involved and to which Franchisor's rights and duties hereunder (in whole or in part) are assigned or transferred.

B. Franchisee understands and acknowledges that the rights and duties created by this Franchise Agreement are personal to Franchisee (and Franchisee's owners, if Franchisee is a legal entity) and that Franchisor has granted this Franchise in reliance on many factors, including without limitation, the individual or collective character, skill, aptitude, and business and financial capacity of Franchisee and any persons owning an interest in Franchisee. Accordingly, neither Franchisee nor any person owning any direct or indirect equity interest therein shall directly or indirectly pledge, mortgage, or otherwise encumber any interest in: 1) this Franchise Agreement or any portion or aspect thereof, 2) the Restaurant, 3) the Premises, 4) the inventory, or 5) any equity or voting interest in Franchisee, nor permit the Restaurant to be operated, managed, directed, or controlled, directly or indirectly, by any person other than Franchisee (any such act or event being referred to as a "Transfer") without the prior written approval of Franchisor. Any such purported Transfer occurring by operation of law or otherwise without Franchisor's prior written consent, including any Transfer by a trustee in bankruptcy, shall be a material default of this Franchise Agreement, but the transferor shall remain obligated under this Franchise Agreement until released by Franchisor or until this Franchise Agreement is terminated and all post-term obligations pursuant to Section 17 are fulfilled.

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C. A change in the initial equity and voting owners may constitute a Transfer as defined in this Section, and if so shall meet all of the requirements contained in this Section 14. If the proposed Transfer, whether alone or together with all other previous, simultaneous, and/or proposed Transfers, directly or indirectly would have the effect of reducing to less than a majority (1) in the event Franchisee is a partnership or privately-held corporation, the percentage of equity and voting interest (as reasonably determined by Franchisor) in this Franchisee by the initial owners identified in the document marked as Exhibit C ("Acknowledgement Regarding Ownership") or (2) in the event Franchisee is a natural person, Franchisee's equity or voting interest (as reasonably determined by Franchisor) in this Franchise or, if any proposed transfer directly or indirectly would mean a change of the unrestricted power to direct the management and/or policies of Franchisee, including those related to payment of financial obligations or transfer of control with respect to a general partnership interest, whether through ownership of interests, by contract, or otherwise, such shall constitute a Transfer and be governed by the Transfer requirements defined in this Section. In computing the percentages of equity and voting interest owned in Franchisee for purposes of this Section 14, general partnership interests shall not be distinguished from limited partnership interests.

D. Franchisee understands and acknowledges the vital importance of the performance of the Restaurant to the market position and overall image of Franchisor. Franchisee also recognizes that there are many subjective factors that comprise the process by which Franchisor selects a suitable franchise owner. The consent of Franchisor to a Transfer by Franchisee shall not be unreasonably withheld but shall remain a subjective determination and shall include, but not be limited to, the following conditions:

1. The proposed transferee confirmed to be a person or entity that meets Franchisor's standards of qualification then applicable with respect to all new applicants for similar Yogis Grill Franchise owners.

2. Prior to any proposed Transfer, the amount of Ten Thousand and 00/100 Dollars ($10,000.00) shall have been paid to Franchisor as a Transfer Fee together with the application for consent to the transfer, and the amount of Two Thousand and 00/100 Dollars ($2,000.00) for training of two (2) persons for two (2) weeks shall also have been paid to the Franchisor.

3. As of the effective date of the proposed Transfer, all obligations of Franchisee hereunder and under any other agreements between Franchisee and Franchisor are fully satisfied.

4. As of the effective date of the proposed Transfer, all obligations of the proposed transferee to Franchisor under all other agreements of any kind between the proposed transferee and Franchisor are fully satisfied.

5. As of the effective date of the proposed Transfer, Franchisor shall have forwarded to Franchisee its approval of the proposed Transfer to the proposed transferee in accordance with the provisions of this Section 14. Franchisor shall not unreasonably withhold its consent to transfer.

6. Prior to any proposed Transfer of any equity or voting interest in Franchisee, and at any other time upon request, Franchisee shall submit to Franchisor a list of all holders of

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direct or indirect equity and voting interests in Franchisee reflecting their respective present and/or proposed direct or indirect interests in Franchisee, in such form as Franchisor may require.

7. Prior to any proposed Transfer, Franchisee must have requested that Franchisor provide the prospective transferee with Franchisor's current form of Franchise Disclosure Document required by the Federal Trade Commission's Trade Regulation Rule on Franchising and/or other applicable state franchise registration/disclosure laws, and a receipt for such document shall have been delivered to Franchisor; provided, however, Franchisor shall not be liable for any representations other than those contained in such Franchise Disclosure Document.

8. The proposed transferee must have agreed to execute a new Franchise Agreement, namely Franchisor's then-current form of Franchise Agreement, which may contain terms and conditions substantially different from those in this Franchise Agreement, for an initial term equal to the time remaining in the term of this Franchise Agreement as of the date of such transfer.

9. If permitted by applicable law, the transferor and the transferee shall have executed a general release, under seal where required, in a form satisfactory to Franchisor, of any and all claims against Franchisor, its parent, subsidiaries, affiliates, and their officers, directors, attorneys, shareholders, and employees, in their corporate and individual capacities, including without limitation, claims arising under federal, state, and local laws, rules, and ordinances arising out of, or connected with, the performance of this Franchise Agreement or any other agreement.

10. The transferee shall have demonstrated to Franchisor's sole satisfaction that it meets all of Franchisor's requirements for becoming a franchise owner, including without limitation, that it meets Franchisor's managerial and business standards then in effect for similarly-situated franchise owners, possesses good moral character, business reputation, and satisfactory credit rating, is not a competitor of Franchisor, will comply with all instruction and training requirements of Franchisor; and has the aptitude and ability to operate the Restaurant (as may be evidenced by prior related business experience or otherwise).

11. The transferee and/or its designated managerial personnel (as applicable) shall have completed the training then required by Franchisor to Franchisor's satisfaction.

E. Upon the death or mental or physical incompetency (as reasonably determined by an independent third party such as a licensed doctor) of any person with any direct or indirect interest in Franchisee and who has managerial responsibility for the operation of the Restaurant, the executor, administrator, or personal representative of such person shall transfer the interest of such person to a third party approved by Franchisor within six (6) months after the death or finding of incompetency. Such transfers shall be subject to the same conditions as any lifetime Transfer. If the heirs or beneficiaries of any such person are unable to meet the conditions in Section 14 hereof, Franchisor may terminate this Franchise Agreement.

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F. If Franchisee shall at any time determine to sell, assign or transfer this Agreement, then Franchisee shall provide Franchisor with a copy of the written offer from a fully disclosed purchaser. Franchisor shall have the right, exercisable by written notice delivered to Franchisee within 15 days from the date of delivery of a bona fide offer, to purchase the Agreement for the price and on the terms and conditions contained in such offer, provided that Franchisor may substitute cash for any form of payment proposed in such offer and shall have not less than sixty (60) days to prepare for closing. Franchisor may, at closing, pay any of Franchisee's trade creditors out of the purchase price, and set off against the purchase price any unpaid debts of Franchisee to Franchisor. If Franchisor does not exercise its right of first refusal, Franchisee (or other vendor) may complete the sale to such purchaser pursuant to and on the terms of such offer, subject to compliance with the consent and approval requirements of this Section 14; provided, however, that if the sale to such purchaser does not complete within ninety (90) days after delivery of such offer to Franchisor, or if there is a material change in the terms of the sale, then Franchisor shall again have a new right of first refusal as herein provided.

G. In the event the consideration, terms, and/or conditions offered by a third party are such that Franchisor may not reasonably be able or required to furnish the same consideration, terms, and/or conditions, then Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, three (3) independent appraisers shall be designated in the following manner: Franchisee shall select and pay the costs of one (1), Franchisor shall select and pay the costs of one (1), and the two (2) appraisers so chosen shall select a third appraiser. The decision of the majority of the appraisers so chosen shall be conclusive and binding. The parties shall share the cost of the third appraiser equally.

H. Notwithstanding the foregoing, it is understood that Franchisee (if an individual) may assign this Franchise Agreement, the Restaurant, and/or Franchisee's rights and obligations hereunder on a single occasion to a legal entity organized by Franchisee for that purpose only, provided that at least a majority of all the issued and outstanding shares of voting stock and/or equity interest of which shall be owned and voted continuously by Franchisee, and further provided that Franchisor shall have approved in advance all other shareholders of such corporation or others holding equity or voting interests, which consent shall not be unreasonably withheld. Franchisor shall be given written notice of such assignments and delegation, and, thereupon, such corporation shall have all such rights and obligations, and the term "Franchisee" as used herein shall refer to such legal entity, provided however, that such assignment shall in no way affect the obligations hereunder of the individual above-designated "Franchisee," who shall remain fully bound by and responsible for the performance of all of such obligations, jointly and severally, with such legal entity. Such legal entity shall at no time engage in any business or activities other than the exercise of the rights herein granted to Franchisee and the performance of its obligations as Franchisee hereunder.

I. Franchisor's consent to a Transfer of any interest in the Franchisee granted herein shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Franchise Agreement by the transferee.

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J. Franchisor will not require approval of the assignment of all or any part of the assets of the Franchise or the stock or other interests in a Franchisee, excluding this Franchise Agreement or the Franchise, to a bank or other lending institution as collateral security for loans made directly to or for the benefit of the Franchise. Such approval will be required for any proposed assignment or hypothecation of this Agreement or the Franchise, which approval will not permit further transfers or assignments of this Agreement or the Franchise without compliance by the transferee or assignee with the provisions of Section 14 hereof.

15. COVENANTS

A. During the term of this Franchise Agreement Franchisee and each guarantor hereof covenants individually:

1. To use reasonable best efforts in operating the Franchise and in recommending, promoting, and encouraging patronage of all Yogis Grill Systems; and

2. Not to directly or indirectly engage, as an owner, operator, employee, consultant, or in any managerial capacity in any restaurant having similar services offered by Yogis Grill, other than as a franchise owner of the Yogis Grill System, provided however, that Franchisee shall not be prohibited hereby from owning equity securities of any restaurant business whose shares are traded on a stock exchange or on the over-the-counter market, so long as Franchisee's ownership interest shall represent two percent (2%) or less of the total number of outstanding shares of such business.

B. In the event this Franchise Agreement is terminated, expires and is not renewed, or if Franchisee or any guarantor assigns or transfers its interest herein to any person or business organization except pursuant to Section 14, Paragraph D hereof, then in such event Franchisee and any such guarantor covenants for a period of one (1) year after such termination, expiration and non-renewal, transfer, or assignment not to directly or indirectly engage, as an owner, operator, or in any managerial capacity in any business that provides Japanese cuisine, or in any business selling similar or the same types of products and services as Yogis Grill, in any way, within a forty (40) mile radius of the border of the former Designated Territory, other than as an authorized franchise owner of another Yogis Grill System. It is understood and agreed that the purpose of this covenant is not to deprive Franchisee of a means of livelihood and will not do so, but is rather to protect the goodwill and interest of Franchisor and the System.

C. During the term of this Franchise Agreement and thereafter, Franchisee and each guarantor covenants not to directly or indirectly communicate, divulge, or use for its benefit or the benefit of any other person or legal entity, any trade secrets which are proprietary to Franchisor or any information, knowledge, or know-how deemed confidential under Section 9 hereof, except as permitted by Franchisor. In the event of any termination or expiration and non-renewal of this Franchise Agreement, Franchisee agrees that it will never use Franchisor's confidential information, trade secrets, methods of operation, or any proprietary components of the System in the design, development, or operation of a restaurant, or in any business selling similar or the same types of products and services as Yogis Grill. Franchisee agrees that if it engages as an owner, operator, or in any managerial capacity in any such business, it will assume the burden of proving that it has not used Franchisor's confidential information, trade secrets, methods of operation, or any proprietary components of the System. The protection granted hereunder shall

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be in addition to and not in lieu of all other protections for such trade secrets and confidential information as may otherwise be afforded in law or in equity.

D. As part of the Confidentiality and Non-Competition Agreement mentioned in Section 9, Paragraph G, the non-disclosure restriction shall prohibit disclosure of proprietary and confidential information by officers, agents, directors, shareholders, trustees, beneficiaries, and partners, during and for a period of five (5) years after termination of such employment or involvement with Franchisee. Franchisee agrees to provide Franchisor with all such required Confidentiality and Non-Competition Agreements.

E. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Franchise Agreement. Should any part of one or more of these restrictions be found to be unenforceable by virtue of its scope in terms of area, business activity prohibited, or length of time by any state, court of law, or by legal requirement, and should such part be capable of being made enforceable by reduction of any or all such restrictions, Franchisee and Franchisor agree that the same shall be enforced to the fullest extent permissible under the law. In addition, Franchisor may unilaterally and at any time in its sole discretion, revise any of the covenants in this Section 15 so as to reduce the obligations of Franchisee hereunder. Franchisee further expressly agrees that the existence of any claim it may have against Franchisor, whether or not arising from this Franchise Agreement, shall not constitute a defense to the enforcement by the Franchisor of the covenants in this Section 15.

16. DEFAULT AND TERMINATION

A. Franchisor may not terminate this Franchise Agreement prior to the expiration of its term except for "good cause," which shall mean the occurrence of any event of default described herein and below. Upon the occurrence of any event of default, Franchisor may, at its option and without waiving its rights hereunder or any other rights available at law or in equity, including its rights to damages, terminate this Franchise Agreement and all of Franchisee's rights hereunder effective immediately upon the date Franchisor gives written notice of termination, upon such other date as may be set forth in such notice of termination, or in those instances enumerated below in subparagraph 1, automatically upon the occurrence of, or the lapse of the specified period following, an event of default. The occurrence of any one (1) or more of the following events shall constitute an event of default and grounds for termination of this Franchise Agreement by Franchisor:

1. Automatically without notice or action required by Franchisor if:

a) The Franchisee becomes insolvent or makes a general assignment for the benefit of creditors, unless otherwise prohibited by law;

b) A petition in bankruptcy is filed by Franchisee or such a petition is filed against and consented to by Franchisee or not dismissed within thirty (30) days;

c) A bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's Restaurant or assets is filed and consented to by Franchisee;

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d) A receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed; or

e) A final judgment in excess of Ten Thousand and 00/100 Dollars ($10,000.00) remains unsatisfied or of record for sixty (60) days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment in the relevant jurisdiction);

2. If Franchisee fails to pay any financial obligation pursuant to this Franchise Agreement within ten (10) days of the date on which the Franchisor gives notice of such delinquency, immediately upon written notice if such payment has not been made within thirty (30) days after the date on which it is required to be paid, or immediately upon written notice if Franchisee is determined to have under-reported its Gross Sales during any month by five percent (5%) or more of the actual Gross Sales during such month on two (2) or more occasions during the term of this Franchise Agreement, whether or not Franchisee subsequently rectifies such deficiency;.

3. If Franchisee fails to commence operation of the Franchise as required by Section 7.D hereof;

4. If Franchisee makes, or has made, any materially false statement or report to Franchisor in connection with this Franchise Agreement or application therefor;

5. If there is any violation of any transfer and assignment provision contained in Section 14 of this Agreement;

6. If Franchisee receives from Franchisor three (3) or more notices to cure the same or similar defaults or violations of this Franchise Agreement during any twelve (12) month period;

7. If Franchisee or its designated manager fails to complete to Franchisor's reasonable satisfaction any of the training required pursuant to Section 6 of this Agreement;

8. If Franchisee fails, for a period of fifteen (15) days after notification of non-compliance by appropriate authority, to comply with any law or regulation applicable to the operation of the Franchise;

9. If Franchisee violates any covenant of confidentiality or non-disclosure contained in Section 15 of this Agreement or otherwise discloses, uses, permits the use of, copies, duplicates, records, transmits, or otherwise reproduces any manuals, materials, goods, or information created or used by the Franchisor and designated for confidential use within the System without Franchisor's prior approval.

10. If Franchisee, any person controlling, controlled by, or under common control with the Franchisee, any principal officer of Franchisee, or any person owning an interest in Franchise is convicted of a felony or any other crime or offense (even if not a crime) that is reasonably likely in the sole opinion of Franchisor to adversely affect the System, any System unit, the Proprietary Marks, or the goodwill associated therewith;

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11. If Franchisee fails to perform or breaches any covenant, obligation, term, condition, warranty, or certification herein, fails to operate the Franchise as specified by Franchisor in the Operations Manual, or fails to pay promptly any undisputed bills from vendors and fails to cure such non-compliance or deficiency within thirty (30) days (or such longer term as granted by the Franchisor) after Franchisor's written notice thereof;

12. If Franchisee abandons or ceases to operate all or any part of the Franchise conducted under this Franchise Agreement for twenty-four (24) hours or longer or defaults under any mortgage, deed of trust, or lease with Franchisor or any third party covering the Restaurant or the Premises, whereupon Franchisor or such third party treats such act or omission as a default, and Franchisee fails to cure such default to the satisfaction of Franchisor or such third party within any applicable cure period granted Franchisee by Franchisor or such third party;

13. If Franchisee or any guarantor(s) hereof default on any other agreement with Franchisor or any affiliate or parent corporation of Franchisor and such default is not cured in accordance with the terms of such other agreement;

14. If Franchisee's interest in any lease relating to the operation of the Restaurant at the Premises is terminated or expires, or if Franchisee's right of possession of the Premises shall be terminated at any time for any cause whatsoever;

15. If Franchisee commits repeated, material violations of any health, zoning, sanitation, or other regulatory law, standard, or practice; operates the Restaurant in a manner that presents a health or safety hazard to its employees or customers; or if Franchisee loses its approval from any city, state, or other regulatory agency to operate a restaurant; and/or

16. If Franchisee fails to maintain sufficient funds in the account(s) listed and used for electronic funds transfer to pay for franchise, advertising, and other fee amounts that are due, on every due date.

B. Franchisee may not terminate this Franchise Agreement prior to the expiration of its term except through legal process resulting from Franchisor's material breach of this Franchise Agreement or otherwise with Franchisor's consent. In the event that Franchisee shall claim that Franchisor has failed to meet any obligation under this Agreement, Franchisee shall provide Franchisor with written notice of such claim within ninety (90) days of its occurrence, specifically enumerating all alleged deficiencies and providing Franchisor with an opportunity to cure, which shall in no event be less than thirty (30) days from the date of receipt of such notice by Franchisor from Franchisee. Failure to give such notice shall constitute a waiver of any such alleged default.

17. POST TERM OBLIGATIONS

Upon the expiration, termination, or non-renewal of this Franchise Agreement, Franchisee shall immediately:

A. Cease to be a franchise owner of Franchise under this Franchise Agreement and cease to operate the former Franchise under the System. Franchisee shall not thereafter directly or indirectly represent to the public or impliedly misrepresent by way of appearance and/or conduct that

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franchisee is still part of the Franchised Business, or hold itself out as a present or former franchise owner of Franchise at or with respect to the Premises. Franchisee may respond to general inquiries regarding its prior ownership of the Franchise but may not otherwise reveal Franchisor's proprietary or confidential information in doing so and/or disparage Franchisor, the Franchise or the System;

C. Pay all sums owing to Franchisor, including those invoiced to Franchisee after this Franchise Agreement expires or is terminated. Upon termination, pursuant to any default by Franchisee, such sums shall include, but not be limited to, actual and consequential damages, plus costs, and expenses (including reasonable attorneys' fees) incurred by Franchisor as a result of the termination. Such damages shall also include, in the case of termination resulting from Franchisee's breach of this Franchise Agreement (as stipulated damages and not as a penalty), the greater of 1) Ten Thousand and 00/100 Dollars ($10,000.00); 2) an amount equal to the last six (6) months' continuing fees due and payable pursuant to Section 5 hereof; or 3) an amount equal to one-half (½) of the last twelve (12) months' continuing fees due and payable pursuant to Section 5 hereof multiplied by the number of years (prorated for partial years) left in the term of this Franchise Agreement;

C. Return to Franchisor the Operations Manual and all trade secret and other confidential materials, equipment, and property owned by Franchisor and all copies thereof. Franchisee shall retain no copy or record of any of the foregoing; provided, however, that Franchisee may retain its copy of this Franchise Agreement, any correspondence between the parties, and any other document which Franchisee reasonably needs for compliance with any applicable provision of law;

D. Take such action as may be required by Franchisor to provide the then-current and up-to-date customer list and contracts to Franchisor and also to transfer, disconnect, forward, or assign all telephone numbers, white and yellow page telephone references and advertisements, and all trade and similar name registrations and business licenses to Franchisor or its designee and cancel any interest which Franchisee may have in the same;

E. Cease to use in advertising or in any manner whatsoever any methods, procedures, or techniques associated with the System in which Franchisor has a proprietary right, title, or interest; cease to use the Proprietary Marks and any other marks and indicia of operation associated with the System; and remove all trade dress, physical characteristics, color combinations, and other indications of operation under the System from the Premises. Without limiting the generality of the foregoing, Franchisee agrees that, in the event of any termination or expiration and non-renewal of this Franchise Agreement, it will remove all signage bearing the Proprietary Marks, deliver the fascia for such signs to Franchisor upon Franchisor's request, and remove any items that are characteristic of the System "trade dress" from the Premises. Franchisee agrees that Franchisor or a designated agent may enter upon the Premises at any time to make such changes at Franchisee's sole risk and expense and without liability for trespass; and

F. Provide Franchisor with written evidence that they have complied with the post-term obligations, within thirty (30) days notice of termination or scheduled expiration of the franchise.

G. Assign any interest that Franchisee may have in the lease for the Premises to Franchisor, if Franchisor elects to exercise this right.

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H. Allow Franchisor to inspect the Restaurant and equipment at any time within thirty (30) days from the termination, expiration, and non-renewal of this Franchise Agreement. Franchisor shall have the option, but not the obligation, within the thirty (30) days to purchase any and all of Franchisee's assets from the Franchise at a purchase price equal to fair market. Franchisor will deliver written notice to Franchisee if Franchisor elects to purchase any or all of Franchisee's Restaurant assets. If Franchisor elects to purchase equipment, Franchisor will be entitled to, and Franchisee must provide, all customary warranties and representations as to the maintenance, function, and condition of the equipment and Franchisee's good title to the equipment (including, but not limited to, that Franchisee owns the equipment free and clear of any liens and encumbrances.)

18. TAXES, PERMITS, AND INDEBTEDNESS

A. Franchisee shall promptly pay when due any and all federal, state, and local taxes, including without limitation, unemployment, workers' compensation, and sales taxes which are levied or assessed with respect to any services or products furnished, used, or licensed pursuant to this Franchise Agreement and all accounts or other indebtedness of every kind incurred by Franchisee in the operation of the Franchise.

B. Franchisee shall comply with all federal, state, and local laws, rules, and regulations and timely obtain any and all permits, certificates, and licenses for the full and proper conduct of the Franchise.

C. Franchisee hereby expressly covenants and agrees to accept full and sole responsibility for any and all debts and obligations incurred in the operation of the Franchise.

19. WRITTEN APPROVALS, WAIVERS, FORMS OF AGREEMENT, AND AMENDMENT

A. Whenever this Franchise Agreement requires or Franchisee desires to obtain Franchisor's approval, Franchisee shall make a timely written request. Unless a different period is specified in this Franchise Agreement, Franchisor shall respond with its approval or disapproval within fifteen (15) days of receipt of such request. If Franchisor has not specifically approved a request within such fifteen (15) day period, such failure to respond shall be deemed approval of any such request.

B. No failure of Franchisor to exercise any power reserved to it by this Franchise 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 exact compliance with any of the terms herein. No waiver or approval by Franchisor of any particular breach or default by Franchisee; no delay, forbearance, or omission by Franchisor to act or give notice of default or to exercise any power or right arising by reason of such default hereunder; and no acceptance by Franchisor of any payments due hereunder shall be considered a waiver or approval by Franchisor of any preceding or subsequent breach or default by Franchisee of any term, covenant, or condition of this Franchise Agreement.

C. No warranty or representation is made by the Franchisor that all System franchise agreements heretofore or hereafter issued by Franchisor do or will contain terms substantially similar to

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those contained in this Franchise Agreement. Further, Franchisee recognizes and agrees that Franchisor may, in its Reasonable Business Judgment due to local business conditions or otherwise, waive or modify comparable provisions of other franchise agreements heretofore or hereafter granted to other System franchise owners in a non-uniform manner, unless otherwise required by this Franchise Agreement or by law.

D. Except as otherwise provided in Section 23 hereof, no amendment, change, or variance from this Franchise Agreement shall be binding upon either Franchisor or Franchisee except by mutual written agreement.

20. ENFORCEMENT

A. In order to ensure compliance with this Franchise Agreement and enable Franchisor to carry out its obligation under this Franchise Agreement, Franchisee agrees that Franchisor and its designated agents shall be permitted, with or without notice, full and complete access during business hours to inspect the Premises and all records thereof, including but not limited to, records relating to Franchisee's customers, suppliers, and agents. Franchisee shall cooperate fully with the Franchisor and its designated agents requesting such access.

B. The Franchisor or its designee shall be entitled to obtain without bond, declarations, temporary and permanent injunctions, and orders of specific performance in order to enforce the provisions of this Franchise Agreement relating to Franchisee's use of the Proprietary Marks, the obligations of Franchisee upon termination or expiration of this Franchise Agreement, and assignment of the franchise and ownership interests in Franchisee or in order to prohibit any act or omission by Franchisee or its employees which constitutes a violation of any applicable law or regulation, which is dishonest or misleading to prospective or current customers of businesses operated under the System, which constitutes a danger to other franchise owners, employees, customers, or the public or which may impair the goodwill associated with the Proprietary Marks.

C. If Franchisor secures any declaration, injunction, or order of specific performance pursuant to Section 20.B hereof, if any provision of this Franchise Agreement is enforced at any time by Franchisor, or if any amounts due from Franchisee to Franchisor are at any time collected by or through an attorney at law or collection agency, Franchisee shall be liable to Franchisor for all costs and expenses of enforcement and collection, including but not limited to, court costs and reasonable attorneys' fees.

D. Franchisee agrees that it will not withhold payments or amounts of any kind due to Franchisor on the premise of alleged nonperformance by Franchisor of any of its obligations hereunder.

E. As security for the performance of Franchisee’s obligations under this Agreement, including payments owed to Franchisor for purchase by Franchisee, Franchisee hereby grants to Franchisor a security interest in all furniture, furnishings, equipment, fixtures, inventory, and supplies located at or used in connection with the franchise, whether now or hereafter leased or acquired, together with all attachments, accessions, accessories, additions, substitutions, replacements and cash derived from the operation of the franchise and sale of other assets, and proceeds and products of all those assets. Franchisee agrees to execute such other documents as Franchisor may reasonably request in order to further document, perfect and record Franchisor’s security interest. If Franchisee defaults in any of the obligations under this Agreement, Franchisor may

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exercise all rights of a secured creditor granted by law, in addition to other rights under this Agreement and at law. If a third-party lender requires that Franchisor subordinate our security interest in the assets of Franchisee's franchise as a condition to lending Franchisee working capital for the operation of the franchise, Franchisor will agree to subordinate pursuant to the terms and conditions as set forth.

21. NOTICES

Any notice required to be given hereunder shall be in writing and shall be either mailed by certified mail, return receipt requested, or delivered by a recognized courier service, receipt acknowledged. Notices to Franchisor shall be addressed to it at the Agent for Service listed here:

By mail:

Won B. Kyeh
P.O. Box 13616
Chandler, AZ 85248

or

Won B. Kyeh
1130 W. Grove Avenue, Suite 104
Mesa, Arizona, 85210

Notices to the Franchisee shall be addressed to the Premises. Any notice complying with the provisions hereof shall be deemed to be given three (3) days after mailing or on the date of receipt or delivery, whichever is earlier. Each party shall have the right to designate any other address for such notices by giving notice thereof in the foregoing manner, and in such event, all notices to be mailed after receipt of such notice shall be sent to such other address.

22. GOVERNING LAW AND DISPUTE RESOLUTION

A. This Agreement is accepted by Franchisor in the State of Arizona (the "State") and shall be governed by and construed in accordance with the laws thereof, which laws shall prevail in the event of any conflict; provided, however, that the restrictive covenants contained in Section 15 hereof shall be construed in accordance with the laws of the state(s) where such restriction(s) is(are) to apply, and the laws of such state(s) shall determine the enforceability of such covenants to be performed in such state(s).

B. The parties hereto agree that it is in their best interest to resolve disputes between them in an orderly fashion and in a consistent manner. Therefore, in the event that a dispute cannot be resolved by negotiation, mediation, internal appeal procedures, or otherwise (which Franchisor will make a diligent effort to do), Franchisee consents and agrees to follow a process of arbitration as follows:

1. All claims, disputes, and controversies arising out of or relating in any way to the purchase or operation of the Franchise will be resolved to the fullest extent permitted by

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Federal law by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules.

2. Arbitration may be initiated by either Franchisor or Franchisee by sending written notice of its intention to arbitrate ("Notice") to the other at its registered agent's address and to the AAA office as set forth above. The Notice will contain a description of the claim, dispute, or controversy and the remedy requested. In no event can any demand for arbitration be made after the date when the institution of a legal or equitable proceeding based on the claim, dispute, or controversy in question would be barred by the applicable statute of limitations or laches. For any claim requesting relief or an award of less than Twenty Thousand and 00/100 Dollars ($20,000.00), the arbitration will be conducted before a single independent and impartial arbitrator selected pursuant to the Commercial Arbitration Rules of the AAA. For any claim requesting relief or an award of greater than Twenty Thousand and 00/100 Dollars ($20,000.00), the arbitration will be conducted before a panel of three (3) independent and impartial arbitrators selected pursuant to the Commercial Arbitration Rules of the AAA. Unless otherwise mutually agreed, all arbitrators shall be lawyers licensed by the State of Arizona with five (5) or more years' experience in the practice of Commercial Law and approved to be on an AAA Panel.

3. The arbitrator(s) will deliver the decision or award in writing with a summary of the reasons for the decision or award, and the decision or award shall be final and binding on each party, their successors, and assigns. In an appropriate case, the arbitrator may grant a motion to dismiss the claim or a motion for summary deposition of the claim. Judgment on the decision or award may be entered by any court having jurisdiction. Fees and costs of the arbitration will conform to the AAA fee schedule in effect at the time of the arbitration and will be shared equally by the parties.

4. The signing of this Franchise Agreement is an election to resolve claims, disputes, and controversies by arbitration rather than the judicial process. It is understood that this will require the Franchisor and Franchisee to waive any right to a jury trial or a trial in court. The parties understand that the rules applicable to arbitrations and the rights of parties in arbitrations differ from the rules and rights applicable in court. The arbitration will be conducted at an appropriate time and place set by the arbitrator or panel.

5. The parties agree that any arbitration or other litigation arising out of a dispute regarding the Franchise is solely a legal matter between Franchisor and Franchisee and no other franchisees. Franchisee expressly agrees not to join or attempt to join other franchisees.

23. SEVERABILITY AND CONSTRUCTION

A. Should any provision of this Franchise Agreement for any reason be held invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed restricted in application to the extent required to render it valid, and the remainder of this Franchise Agreement shall in no way be affected and shall remain valid and enforceable for all purposes, both parties hereto declaring that they would have executed this Franchise Agreement without inclusion of such provision. In the event such total or partial invalidity or unenforceability of any provision of this Franchise Agreement exists only with respect to the laws of a particular

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jurisdiction, this paragraph shall operate upon such provision only to the extent that the laws of such jurisdiction are applicable to such provision. Each party agrees to execute and deliver to the other any further documents which may be reasonably required to make fully the provisions hereof. Franchisee understands and acknowledges that Franchisor shall have the right in its sole discretion on a temporary or permanent basis, to reduce the scope of any covenant or provision of this Franchise Agreement binding upon Franchisee without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it will comply forthwith with any covenant as so modified, which shall be fully enforceable.

B. This Franchise Agreement may be executed in any number of counterparts; each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute the same instrument.

C. The table of contents, headings, and captions contained herein are for the purposes of convenience and reference only and are not to be construed as a part of this Franchise Agreement. All terms and words used herein shall be construed to include the number and gender as the context of this Franchise Agreement may require. The parties agree that each section of this Franchise Agreement shall be construed independently of any other section or provision of this Franchise Agreement.

D. Nothing in this Agreement or in any related Agreement is intended to disclaim, nor will it void any representation made in the Franchise Disclosure Document.

24. ACKNOWLEDGMENTS

Franchisee acknowledges that it received a complete copy of this Franchise Agreement before signing the same for a period of not less than fourteen (14) calendar days, during which time conducted an independent investigation of the business licensed hereunder to the extent of Franchisee's desire to do so. Franchisee recognizes and acknowledges that the business venture contemplated by this Franchise Agreement involves business risks, and that its success will be largely dependent upon the ability of the Franchisee as an independent businessperson. The Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received, any warranty or guarantee, express or implied, that Franchisee will be successful in this venture or that the Restaurant will attain any level of sales volume, profits, or success.

Franchisee acknowledges that this Franchise Agreement, the Franchise Disclosure Document ("FDD"), and the attachments hereto constitute the entire Franchise Agreement of the parties. This Franchise Agreement terminates and supersedes any prior agreements, understandings, or representations between the parties concerning this subject matter.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal on the date first written above.

FRANCHISOR:

Yogis Grill Franchise Management, Inc

By: _____

FRANCHISEE:

_____

IF AN INDIVIDUAL:

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Print Name: _____

Title: _____

By: _____

Print Name: _____

IF A PARTNERSHIP, CORPORATION, OR OTHER ENTITY:

By: _____

Print Name: _____

Title: _____

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ATTACHMENT "A"

TO FRANCHISE AGREEMENT

TERRITORY

The territory referenced in the Franchise Agreement shall consist of the following geographic area:

_____

_____

_____

The Premise of the Franchised Business will be located at:

Address_____

City_____State_____Zip_____

Signature of Franchisee if specific location is defined after the Franchise Agreement is signed.

Location accepted and approved by Franchisee:

By:_____

Print Name:_____

Title:_____

Date:_____

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EXHIBIT B

FINANCIAL STATEMENTS

Below are our audited financial statements for December 31, 2016, and preceding years.

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Independent Auditor's Report

To the Shareholders and Board of Directors
Yogi's Grill Franchise Management, Inc.
Chandler, Arizona

I have audited the accompanying financial statements of Yogi's Grill Franchise Management, Inc., which comprise the balance sheets, as of December 31, 2016 and 2015, the related statements of income, retained earnings and cash flows for the years then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of 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

My responsibility is to express an opinion on these financial statements based on my audits. I conducted the audits in accordance with accounting principles generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

2001 W. Camelback Rd # 235, Phoenix, AZ 85015 Tel: (602) 242-7886 Fax: (602) 242-7910 dukmosungcpa@gmail.com

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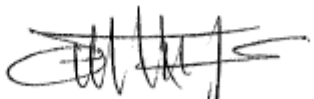
An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I 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 evaluation the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Yogi's Grill Franchise Management, Inc. as of December 31, 2016 and 2015, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



DUKMO SUNG, CPA

Phoenix, Arizona
March 20, 2017

2001 W. Camelback Rd # 235, Phoenix, AZ 85015 Tel: (602) 242-7886 Fax: (602) 242-7910 dukmosungcpa@gmail.com

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YOGI'S GRILL FRANCHISE MANAGEMENT, INC.
BALANCE SHEET
AS OF DECEMBER 31, 2016 AND 2015

ASSETS

	2016	2015
Current Assets:		
Cash	$ 42,632.00	$ 30,284.00
Deposit in transit	0.00	0.00
Accounts Receivable	0.00	0.00
Due from Shareholders	0.00	0.00
Due from Affiliate	53,011.00	53,011.00
Total Current Assets	$ 95,643.00	$ 83,295.00
Other Assets:		
Start-up / consulting Costs	20,820.00	20,820.00
Accumulated Amortization	(20,820.00)	(20,820.00)
Total Other Assets	0.00	0.00
TOTAL ASSETS	$ 95,643.00	$ 83,295.00

Liabilities & Stockholders' Equity

Current Liabilities:		
Payroll liabilities	$ 1,491.00	$ 809.00
Income taxes payables	1,951.00	1,950.00
Loan payable to Shareholders	0.00	0.00
Total Current Liabilities	3,442.00	2,759.00
Stokhoders' Equity:		
Capital Stock; common, $ 1 par value 100,000 shares authorized, 30,000 shares issued and outstanding	30,000.00	30,000.00
Retained earnings	62,201.00	50,536.00
Total Stockholders' Equity	92,201.00	80,536.00
TOTAL LIABILITIES & STOCKSHOLDERS' EQUITY	$ 95,643.00	$ 83,295.00

See Accountant's Audit Report and Accompanying Note

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YOGI'S GRILL FRANCHISE MANAGEMENT, INC.
STATEMENT OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

	2016	2015
REVENUE:		
Franxhise Fees	$ 60,000.00	$0.00
Royalties	223,766.00	192,996.00
Total Revneue	283,766.00	192,996.00
EXPENSES:		
Accountig fees	3,876.00	5,025.00
Advertising	8,000.00	1,373.00
Bank service charges	2,715.00	2,544.00
Licenses, taxes and permits	0.00	1,850.00
Legal/Outside sevices	6,450.00	250.00
Payroll expenses	18,110.00	14,688.00
Salaries	231,000.00	157,500.00
Total Expesnse	270,151.00	183,230.00
GROSS INCOME (LOSS)	13,615.00	9,766.00
OTHER INCOME:		
Interest Income	0.00	455.00
OTHER EXPENSE:		
Amortization expense	0.00	105.00
Income tax expenses	1,950.00	1,926.00
Penalties	0.00	24.00
Total Other Expense	1,950.00	2,055.00
NET INCOME (LOSS)	$ 11,665.00	$ 8,166.00

See Accountant's Audit Report and Accompanying Note

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YOGI'S GRILL FRANCISE MANAGEMENT, INC

NOTES FOR FINANCIAL STATEMENTS

DECEMBER 31, 2016 AND 2015

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Yogis Grill Franchise Management, Inc. is an Arizona corporation formed on June 27, 2007. The Company is in the business of selling restaurant franchises in retail locations.

The Company engaged a professional franchising firm to prepare its Franchise Disclosure Document including various necessary contracts and agreements. The franchise disclosure document consists of 60 pages. To date, the Corporation has sold twelve (12) franchises. At December 31, 2016, twelve (12) restaurants under the Yogi's Teriyaki & Grill, Inc. (a separate entity), are obligated to pay trademark royalties from sales transactions.

Management'sEstimates

The preparation of these financial statements requires the use of Management's estimates in accordance with generally accepted accounting principles in the United States of America.

Concentration of Credit Risk

At statement date, there are no concentrations of credit risk that exist. There are no accounts receivable nor does cash deposited in their financial institution exceed the insured amount by the Federal Deposit Insurance Corporation.

Advertising

Advertising expenses for 2016 were $8,000. Advertising expenses were $1,373 for the year ended December 31,2015.

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YOGI'S GRILL FRANCISE MANAGEMENT, INC

NOTES FOR FINANCIAL STATEMENTS

DECEMBER 31, 2016 AND 2015

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

Income Taxes

A provision for income taxes does exist. The company currently has recognized a federal tax liability of $1,952, and the state of Arizona liability is $716. The federal tax liability in 2015 was $1,325 plus a $24 penalty and the state tax liability was $601. Management of the Company does not believe there are any uncertain tax positions that may materially impact the financial statements or related disclosures. Certain tax matters may be challenged by the taxing authorities, therefore the Company could be subject to additional tax, penalties and interest. Generally, the tax years before 2011 are no longer subject to examination by federal or state authorities.

Related Party Transactions

The amount due from stockholders at December 31, 2016 and 2015 was $-0- and $-0-, respectively. The Company in 2014 did advance a total of $70,000 to the related party entity known as Yogi's Teriyaki & Grill, Inc., to construct a new location in the state of California. The Company did receive principal payments applied against the loan of $16,989 in 2015. The prior year balance for $53,011 has not been changed. No schedule for the payment of monies loaned or borrowed currently exists. No interest rate was stated at the time of the loans. Any accrued interestwould be minimal.

Subsequent Events

Management has evaluated events through March 20, 2017, the date which the financial statements were available to beissued.

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Certified Public Accountant

WAYNE H. CLOUSER
41 WEST THOMAS ROAD
PHOENIX, ARIZONA 85013

Serving The Business Community Since 1964

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
ARIZONA SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

PHONE (602) 264-9764
FAX (602) 263-0299
EMAIL:
WCLOUSERCPA@QWESTOFFICE.NET

Independent Auditor's Report

To the Shareholders and Board of Directors
Yogi's Grill Franchise Management, Inc.
Chandler, Arizona

I have audited the accompanying financial statements of Yogi's Grill Franchise Management, Inc., which comprise the balance sheets, as of December 31, 2015 and 2014, the related statements of income, retained earnings and cash flows for the years then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of 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

My responsibility is to express an opinion on these financial statements based on my audits. I conducted the audits in accordance with accounting principles generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I 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.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Yogi's Grill Franchise Management, Inc. as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America

WAYNE H. CLOUSER, C.P.A.

Phoenix, Arizona
February 17, 2016

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YOGI'S GRILL FRANCHISE MANAGEMENT, INC.
BALANCE SHEETS
DECEMBER 31, 2015 and 2014

ASSETS

	2015	2014
Current Assets:		
Cash	$ 30,284	$ 17,984
Deposit in transit	-0-	30,000
Accounts Receivable	-0-	-0-
Due from Shareholders	-0-	19,000
Due from Affiliate	53,011	70,000
Total Current Assets	$ 83,295	$ 136,984
Other Assets:		
Start-up/Consulting Costs	20,820	20,820
Accumulated Amortization	(20,820)	(20,715)
Total Other Assets	-0-	105
TOTAL ASSETS	$ 83,295	$ 137,089

LIABILITIES & STOCKHOLDERS' EQUITY

Current Liabilities:		
Payroll liabilities	$ 809	$ 536
Salaries payable	-0-	30,000
Income taxes payable	1,950	4,183
Loan payable - Shareholders	-0-	30,000
Total Current Liabilities	2,759	64,719
Stockholders' Equity:		
Capital stock; common, $1 par value, 100,000 shares authorized, 30,000 shares issued and outstanding	30,000	30,000
Retained earnings	50,536	42,370
Total Stockholders' Equity	80,536	72,370
TOTAL LIABILITIES & STOCKHOLDERS' EQUITY	$ 83,295	$ 137,089

See Accountant's Audit Report and Accompanying Notes

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YOGI'S GRILL FRANCHISE MANAGEMENT, INC.
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2015 and 2014

	2015	2014
REVENUES:		
Franchise Fees	$ -0-	$ 30,000
Royalties	192,996	169,948
Total Revenues	192,996	199,948
EXPENSES:		
Accounting fees	5,025	4,949
Advertising	1,373	1,000
Bank service charges	2,544	1,493
Licenses, taxes and permits	1,850	450
Legal/Outside services	250	2,720
Payroll expenses	14,688	9,304
Printing	-0-	4,023
Salaries	157,500	145,500
Supplies	-0-	10,550
Total Expenses	183,230	179,989
GROSS INCOME (LOSS)	9,766	19,959
OTHER INCOME:		
Interest Income	455	-0-
OTHER EXPENSE:		
Amortization expense	105	220
Income tax expense	1,926	4,183
Penalties	24	48
Total Other Expense	2,055	4,451
NET INCOME (LOSS)	$ 8,166	$ 15,508

See Accountant's Audit Report and Accompanying Notes

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YOGI'S GRILL FRANCHISE MANAGEMENT, INC.
STATEMENTS OF RETAINED EARNINGS
FOR THE YEARS ENDED DECEMBER 31, 2015 and 2014

	2015	2014
Balance, January 1, 2015 and 2014	$ 42,370	$ 26,862
Net Income (Loss)	8,166	15,508
Balance, December 31, 2015 and 2014	$ 50,536	$ 42,370

See Accountant's Audit Report and Accompanying Notes

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YOGI'S GRILL FRANCHISE MANAGEMENT, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
OPERATING ACTIVITIES:		
Net Income	$ 8,166	$ 15,508
Adjustments to reconcile change in net assets to cash provided by operating activities:		
Amortization Expense	105	220
Deposit in Transit	(30,000)	30,000
Increase (decrease) in payroll taxes payable	273	(184)
Increase (decrease) in income taxes payable	(2,233)	1,664
Salaries payable	(30,000)	30,000
Net cash provided (used) by operating activities	(53,689)	77,208
INVESTING ACTIVITIES:		
Loan Receivable	16,989	(70,000)
Net cash provided (used) by investing activities	16,989	(70,000)
FINANCING ACTIVITIES:		
Loans to Shareholders	30,000	(30,000)
Payments from Shareholders	19,000	20,000
Net cash provided (used) in financing activities	49,000	(10,000)
Net increase (decrease) in cash	12,300	(2,792)
Cash at beginning of year	17,984	20,776
Cash at end of year	$ 30,284	$ 17,984
SUPPLEMENTAL DISCLOSURES:		
Interest paid	$ -0-	-0-
Income taxes paid	4,183	2,519

See Accountant's Audit Report and Accompanying Notes

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YOGI'S GRILL FRANCHISE MANAGEMENT, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2015 AND 2014

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Yogis Grill Franchise Management, Inc. is an Arizona corporation formed on June 27, 2007. The Company is in the business of selling restaurant franchises in retail locations.

The Company engaged a professional franchising firm to prepare its Franchise Disclosure Document including various necessary contracts and agreements. The franchise disclosure document consists of 60 pages. To date, the Corporation has sold 7 franchises. At December 31, 2015, ten (10) restaurants under the Yogi's Teriyaki & Grill, Inc. (a separate entity), are obligated to pay trademark royalties from sales transactions.

Management's Estimates

The preparation of these financial statements require the use of Management's estimates in accordance with generally accepted accounting principles.

Concentration of Credit Risk

At statement date, there are no concentrations of credit risk that exist. There are no accounts receivable nor does cash deposited in their financial institution exceed the insured amount by the Federal Deposit Insurance Corporation.

Amortization

The consulting fees paid to the franchising firm for its work is being amortized using the straight line method over 60 months. Current amortize ation is $105, prior year expense was $220. No longer will the Company recognize amortization expense for start-up/consulting costs.

Advertising

Advertising expenses for 2015 were $1,373. Advertising expenses were $1,000 for the year ended December 31, 2014.

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YOGI'S GRILL FRANCHISE MANAGEMENT, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2015 AND 2014

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

Income Taxes

A provision for income taxes does exist. The company currently has recognized a federal tax liability of $1,325 plus a $24 penalty, and the state of Arizona liability is $601. The federal tax liability in 2014 was $2,902 and the state tax liability was $1,281. Management of the Company does not believe there are any uncertain tax positions that may materially impact the financial statements or related disclosures. Certain tax matters may be challenged by the taxing authorities, therefore the Company could be subject to additional tax, penalties and interest. Generally, the tax years before 2011 are no longer subject to examination by federal or state authorities.

Related Party Transactions

The amount due from stockholders at December 31, 2015 and 2014 was $-0- and $19,000, respectively. The prior year balance was reimbursed $19,000 during the current year. The Company in 2014 did advance a total of $70,000 to the related party entity known as Yogi's Teriyaki & Grill, Inc., to construct a new location in the state of California. The Company did receive principal payments applied against the loan of $16,989. No schedule for the payment of monies loaned or borrowed currently exists. No interest rate was stated at the time of the loans. Any accrued interest would be minimal.

Subsequent Events

Management has evaluated events through February 17, 2016, the date which the financial statements were available to be issued.

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Certified Public Accountant

WAYNE H. CLOUSER
41 WEST THOMAS ROAD
PHOENIX, ARIZONA 85013

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CERTIFIED PUBLIC ACCOUNTANTS

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Independent Auditor's Report

To the Shareholders and Board of Directors
Yogi's Grill Franchise Management, Inc.
Chandler, Arizona

I have audited the accompanying financial statements of Yogi's Grill Franchise Management, Inc., which comprise the balance sheets, as of December 31, 2014 and 2013, the related statements of income, retained earnings and cash flows for the years then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of 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

My responsibility is to express an opinion on these financial statements based on my audits. I conducted the audits in accordance with accounting principles generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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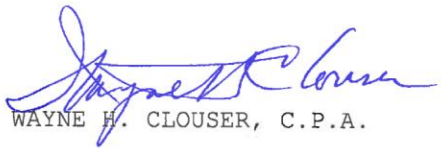
An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I 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.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Yogi's Grill Franchise Management, Inc. as of December 31, 2014 and 2013, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America



WAYNE H. CLOUSER, C.P.A.

Phoenix, Arizona
February 26, 2015

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YOGI'S GRILL FRANCHISE MANAGEMENT, INC.
BALANCE SHEETS
DECEMBER 31, 2014 and 2013

ASSETS

	2014	2013
Current Assets:		
Cash	$ 17,984	$ 20,776
Deposit in transit	30,000	-0-
Accounts Receivable	-0-	-0-
Due from Shareholders	19,000	39,000
Due from Affiliate	70,000	-0-
Total Current Assets	$ 136,984	$ 59,776
Other Assets:		
Start-up/Consulting Costs	20,820	20,820
Accumulated Amortization	(20,715)	(20,495)
Total Other Assets	105	325
TOTAL ASSETS	$ 137,089	$ 60,101

LIABILITIES & STOCKHOLDERS' EQUITY

Current Liabilities:		
Payroll liabilities	$ 536	$ 720
Salaries payable	30,000	-0-
Income taxes payable	4,183	2,519
Loan payable - Shareholders	30,000	-0-
Total Current Liabilities	64,719	3,239
Stockholders' Equity:		
Capital stock; common, $1 par value, 100,000 shares authorized, 30,000 shares issued and outstanding	30,000	30,000
Retained earnings	42,370	26,862
Total Stockholders' Equity	72,370	56,862
TOTAL LIABILITIES & STOCKHOLDERS' EQUITY	$ 137,089	$ 60,101

See Accountant's Audit Report and Accompanying Notes

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YOGI'S GRILL FRANCHISE MANAGEMENT, INC.
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2014 and 2013

	2014	2013
REVENUES:		
Franchise Fees	$ 30,000	$ -0-
Royalties	169,948	135,841
Total Revenues	199,948	135,841
EXPENSES:		
Accounting fees	4,949	6,480
Advertising	1,000	6,422
Bank service charges	1,493	1,365
Licenses, taxes and permits	450	1,625
Legal/Outside services	2,720	-0-
Payroll expenses	9,304	8,103
Printing	4,023	-0-
Salaries	145,500	96,721
Supplies	10,550	33
Total Expenses	179,989	120,749
NET INCOME (LOSS)	19,959	15,092
OTHER EXPENSE:		
Amortization expense	220	1,252
Income tax expense	4,183	2,519
Penalties	48	-0-
Total Other Expense	4,451	3,771
NET INCOME (LOSS)	$ 15,508	$ 11,321

See Accountant's Audit Report and Accompanying Notes

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YOGI'S GRILL FRANCHISE MANAGEMENT, INC.
STATEMENTS OF RETAINED EARNINGS
FOR THE YEARS ENDED DECEMBER 31, 2014 and 2013

	2014	2013
Balance, January 1, 2014 and 2013	$ 26,862	$ 15,541
Net Income (Loss)	15,508	11,321
Balance, DECEMBER 31, 2014 and 2013	$ 42,370	$ 26,862

See Accountant's Audit Report and Accompanying Notes

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YOGI'S GRILL FRANCHISE MANAGEMENT, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

	2014	2013
OPERATING ACTIVITIES:		
Net Income	$ 15,508	$ 11,321
Adjustments to reconcile change in net assets to cash provided by operating activities:		
Amortization Expense	220	1,252
Deposit in Transit	30,000	-0-
Increase (decrease) in payroll taxes payable	(184)	594
Increase (decrease) in income taxes payable	1,664	(1,263)
Salaries payable	30,000	-0-
Net cash provided (used) by operating activities	77,208	11,904
INVESTING ACTIVITIES:		
Loan Receivable	(70,000)	-0-
Net cash provided (used) by investing activities	(70,000)	-0-
FINANCING ACTIVITIES:		
Loans to Shareholders	(30,000)	8,000
Payments from Shareholders	20,000	-0-
Net cash provided (used) in financing activities	(10,000)	8,000
Net increase (decrease) in cash	(2,792)	19,904
Cash at beginning of year	20,776	872
Cash at end of year	$ 17,984	$ 20,776
SUPPLEMENTAL DISCLOSURES:		
Interest paid	$ -0-	-0-
Income taxes paid	2,519	3,782

See Accountant's Audit Report and Accompanying Notes

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YOGI'S GRILL FRANCHISE MANAGEMENT, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2014 AND 2013

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Yogis Grill Franchise Management, Inc. is an Arizona corporation formed on June 27, 2007. The Company is in the business of selling restaurant franchises in retail locations.

The Company engaged a professional franchising firm to prepare its Franchise Disclosure Document including various necessary contracts and agreements. The franchise disclosure document consists of 60 pages. To date, the Corporation has sold 7 franchises. Royalty income is being collected from each franchisee. In 2013, two restaurants under the Yogi's Teriyaki & Grill, Inc. (a separate entity) trademark were sold and royalties are also being realized from sales transactions at these locations.

Management's Estimates

The preparation of these financial statements require the use of Management's estimates in accordance with generally accepted accounting principles.

Concentration of Credit Risk

At statement date, there are no concentrations of credit risk that exist. There are no accounts receivable nor does cash deposited in their financial institution exceed the insured amount by the Federal Deposit Insurance Corporation.

Amortization

The consulting fees paid to the franchising firm for its work is being amortized using the straight line method over 60 months. Current amortization is $220, prior year expense was $1,252.

Advertising

Advertising expenses for 2014 were $1,000. Advertising expenses were $6,422 for the year ended December 31, 2013.

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EXHIBIT C

ACKNOWLEDGMENT REGARDING OWNERSHIP

Effective Date: This Exhibit C is current and complete as of _____, 20_____.

Franchisee hereby acknowledges that the Franchisee is a(n): *(check one)*

_____ **Individual Proprietorship** Franchisee name: _____

_____ **Corporation** _____ **Limited Liability Company** _____ **Partnership**

_____ *(name)* was incorporated or formed on _____, _____, under the laws of the State of _____. Franchisee has not conducted business under any name other than this stated corporation, limited liability company, or partnership name except _____ (*if applicable).*

The following is a list of directors and officers as of the effective date shown above:

Name of Each Director/Officer	Position(s) Held
_____	_____
_____	_____
_____	_____
_____	_____

The following list includes the full name of each person who is considered an owner (as defined in the Franchise Agreement) and fully describes the nature of each owner's interest *(attach additional page(s) if necessary)*:

Name of Each Owner	Percentage/Description of Interest
_____	_____
_____	_____
_____	_____
_____	_____

Franchisee's Operating Principal as of the Effective Date is _____, _____.

(Franchisee may not change the Operating Principal without prior written approval from Franchisor and until the new Operating Principal has completed required training by Franchisor.)

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FRANCHISEE:

(Complete this portion if you will be operating the Franchise Individually and not as a Legal Entity):

Signature: _____

Name: _____

Signature: _____

Name: _____

(Complete this portion if you will be operating the Franchise as a Corporation, Limited Liability Company, or Partnership):

By: _____

Name: _____

Title: _____

Date: _____

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EXHIBIT D

GUARANTY OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the foregoing Franchise Agreement dated as of _____, 20___, by Yogis Grill Franchise Management, Inc., ("Franchisor"), each of the undersigned hereby guarantees unto Franchisor that the Franchisee named herein will perform during the term of this Franchise Agreement each and every covenant, payment, agreement, and undertaking on the part of the Franchisee contained and set forth in such Franchise Agreement, and that Franchisee's representations and warranties in the Franchise Agreement and applications are true and correct.

Franchisor, its successors, and assigns, may from time to time without notice to the undersigned, (a) resort to the undersigned for payment of any of the liabilities of Franchisee to Franchisor ("Liabilities"), whether or not it or its successors have resorted to any property securing any of the Liabilities or proceeded against any other of the undersigned or any party primarily or secondarily liable on any of the Liabilities; (b) release or compromise any liability of any of the undersigned hereunder or any liability of any party or parties primarily or secondarily liable on any of the Liabilities; and (c) extend, renew, or credit any of the Liabilities for any period (whether or not longer than the original period) or alter, amend, or exchange any of the Liabilities or give any other form of indulgence, whether under the Franchise Agreement or not.

Each of the undersigned agrees to comply with and abide by the restrictive covenants and nondisclosure provisions contained in Section 15 of the Franchise Agreement, as well as the provisions in the Franchise Agreement in Section 8 and as may be stated elsewhere in the Franchise Agreement relating to the Proprietary Marks and Transfers to the same extent, and for the same period of time, as Franchisee is required to comply with and abide by such covenants and provisions, except to the extent otherwise required by the Franchise Agreement. These obligations of the undersigned shall survive any expiration or termination of the Franchise Agreement or this Guaranty.

The undersigned further waives presentment, demand, notice of dishonor, protest, nonpayment, and all other notices whatsoever, including without limitation, notice of acceptance hereof, notice of all contracts and commitments, notice of the existence or creation of any liabilities under the foregoing Franchise Agreement and of the amount and terms thereof, and notice of all defaults, disputes, or controversies between Franchisee and Franchisor resulting from such Franchise Agreement or otherwise, and the settlement, compromise, or adjustment thereof.

The undersigned agrees to pay all expenses paid or incurred by Franchisor in enforcing the foregoing Franchise Agreement and this Guaranty against Franchisee and against the undersigned, as well as in collecting or attempting to collect any amounts due thereunder and hereunder, including reasonable attorney's fees if such enforcement or collection is by or through an attorney-at-law. Any waiver, extension of time, or other indulgence granted from time to time by Franchisor, its agents, its successors, or assigns with respect to the foregoing Franchise Agreement shall in no way modify or amend this Guaranty, which shall be continuing, absolute, unconditional, and irrevocable.

If more than one person has executed the Guaranty, the term "the undersigned" as used herein shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary.

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IN WITNESS WHEREOF, each of the undersigned has executed this Guaranty effective as of the date of the foregoing Franchise Agreement.

GUARANTOR(S)		**SPOUSE**	
Signature	_____	Signature	_____
Print Name	_____	Print Name	_____
Address	_____	Address	_____
Phone	_____	Phone	_____
Email	_____	Email	_____
Signature	_____	Signature	_____
Print Name	_____	Print Name	_____
Address	_____	Address	_____
Phone	_____	Phone	_____
Email	_____	Email	_____

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EXHIBIT E

ELECTRONIC FUNDS TRANSFER FORM

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS (DIRECT DEBITS)

Franchisee Information:

Franchisee's Business Name		Business Phone Number
Business Address		
City	State	Zip
Contact Name		
Address (if different from above)		
City	State	Zip
Franchisee Fax Number	Franchisee E-mail Address	

Bank Account Information:

Bank Name				
Bank Mailing Address				
City	State		Zip	
Bank Account Number	Bank Routing Number			
This account is a (select one):	☐	Checking	☐	Savings
Account Holder's Name (Authorized Signer)	Federal Tax ID (EIN) or Social Security Number			

By signing below, I hereby authorize Yogis Grill Franchise Management, Inc. to process electronic funds transfers (debit entries) against the account shown above, for monthly franchise, advertising, and other fees that are due to the Franchisor, on the date that payment is due, per the Franchise Agreement that I have signed. This authority is to remain in full and force and effect until sixty (60) days after Franchisee has received written notification from Franchisor of its termination. I will promptly notify Franchisor of any changes in account information within five (5) days of any such change. I have attached a copy of a check or preprinted withdrawal slip from this account and marked it "void."

Signature of Franchisee (Must be an authorized signer on account)	Date Signed

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK OR PREPRINTED WITHDRAWAL SLIP

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EXHIBIT F

OPERATIONS MANUAL TABLE OF CONTENTS

SECTION		PAGE
A.	Introduction and Overview	A1 to A12
B.	Opening a Yogis Grill Restaurant	B-1 to B-12
C.	Human Resources Recommendations	C-1 to C-37
D.	Daily Operating Procedures	D-1 to D-14
E.	Sales and Marketing Procedures	E-1 to E-7
F.	Providing Products and Services	F-1 to F-16
G.	Appendix	G-1 to G-62

Total Number of Pages in the Operations Manual: 160

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EXHIBIT G

CONSENT AND AGREEMENT OF LANDLORD

The undersigned Landlord hereby:

A. Agrees that the leased Premises will only be used as a Yogis Grill Restaurant offering Japanese cuisine, and operate under the name Yogis Grill;

B. Agrees that Franchisor has the right to enter the Premises to make any modifications necessary to protect Franchisor's Proprietary Marks;

C. Agrees to allow Franchisee, upon written request from Franchisor, to provide Franchisor with a current copy of the lease;

D. Agrees to provide Franchisor a written copy of any notice sent to Tenant/Franchisee;

E. Agrees that Franchisor will have the option, but not the obligation, to assume or renew the lease and the occupancy of the Premises, including the right to sublease to another Franchisee, for all or any part of the remaining term of the lease, upon Franchisee's default or termination hereunder or upon Franchisee's default or termination or expiration of the Franchise Agreement, and in connection with said assumption Franchisor will not be obligated to pay to the landlord past due rent, common area maintenance, and other charges attributable to more than one (1) month; however, this does not preclude Landlord from seeking any unpaid rents/fees beyond one (1) month from Franchisee. The landlord shall give Franchisor thirty (30) days, upon termination of Franchisee's rights under the lease, to exercise this option;

F. Agrees that the lease may not be amended, assigned, or sublet without Franchisor's prior written approval;

G. Agrees that for a period of two (2) years after termination or expiration of Franchisee's Franchise Agreement, the landlord will not enter into a lease with the Franchisee at the businesses premises for offering of a Japanese cuisine restaurant, in any capacity, and/or the sale of related items, within the shopping center in which the Premises is located.

Dated: _____

ATTEST:

By: _____

Its: _____

LANDLORD
CORPORATE SIGNATURE:

_____

a/an _____ corporation

By: _____

Its: _____

SIGNED and SEALED this _____ day of _____, 20__

_____ Notary Public

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EXHIBIT H

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

Must be signed by Franchisee's officers, members, managers, partners, and other executive title holders

THIS AGREEMENT ("Agreement") is made and entered into effective this _____ day of _____, 20____ ("Effective Date") by and between _____, whose principal place of business is _____ (hereinafter "Company") and _____, an individual residing at _____ (herein "Individual"); and

WHEREAS, Individual desires to be employed in a capacity in which he or she may receive, contribute, develop or utilize certain Confidential Information (described below) belonging to the Company; and

WHEREAS, access, contribution, and/or development of such information is necessary in order for Individual to perform his/her duties in a professional manner; and

WHEREAS, for and in consideration of the mutual promises, covenants, and warranties contained herein, and subject to the terms and conditions hereafter set out, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Confidential Information**. Individual expressly acknowledges that the following assets, whether or not in writing (hereinafter referred to as "Confidential Information"), are the unique and valuable property of the Company and any Company affiliates, have been acquired, developed, or compiled by the Company at significant expense and effort, and represent trade secrets of the Company and are part of the Company's customer base and good will:

    A. The methods employed by the Company in the conduct of its business, and the manner in which the Company supplies goods or services to its customers, including but not limited to solicitation of customers, marketing and the Company's proprietary referral listing service;

    B. All Company proprietary information related to the Yogis Grill Franchised business including business models, business plans, concepts, methods of doing business, business strategies, operational information, marketing plans, business method inventions, innovations, discoveries, improvements, research and development, designs, test results, pricing, economic information, specifications, data, knowledge, know-how, trade secrets, sources of leads, forecasts, work product, training manuals, correspondence, e-mail, electronic media, records, ideas, engineering, notes, documents, software, contracts, catalogues, products, devices, structures, processes, procedures, methods, formulae, techniques, services or finances, including but not limited to information relating to manufacture, purchasing, accounting, engineering, marketing, merchandising or selling.;

    C. Product/service sales and purchase history, pricing and mark-up pricings of products/services offered for sale by the Company; terms and conditions of contracts (including the existence of contracts) with suppliers, vendors, independent contractors and other third-parties that conduct business with the Company;

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D. Information concerning the business relationship between the Company and its customers; the identity and contact information of the Company's customers and customer lists, and the specialized needs of these customers; the names and contact information of any third-parties introduced or revealed by the Company to Individual, including but not limited to, investors, borrowers, lenders, agents, brokers, banks, lending corporations, individuals, associates, corporations, joint ventures, and partnerships;

E. All documents and records furnished to or acquired by the Individual as a result of Individual's relationship with the Company and relating to the Company's business, including but not limited to: 1) the names, addresses, contact information and financial and sales data pertinent to any customer, including (i) customers served by the Company before or during Employee's employment with the Company and (ii) any customer lists and other customer information; 2) names, addresses, contact information and financial and purchase data pertinent to any of the Company's vendors, suppliers and contractors; and 3) files and records of any type whatsoever pertaining to the Company's business, including financial records whether prepared by the Company or Individual; and

F. Information concerning prospects, suppliers, vendors, independent contractors and other third-parties (including their identities); information regarding the Company's financial condition, the Company's organizational structure; the salaries and qualifications of personnel of Company; and all other information of any nature and in any form that is deemed to be a proprietary asset of the Company that has been disclosed to the Individual by the Company, made known to the Individual by the Company, created or generated by the Individual as a consequence of his/her employment with the Company which information is not generally known by the public about the Company.

2. **Non-Disclosure/Use of Confidential Information.** Individual acknowledges that during the term of his/her employment/relationship with the Company, Individual may be provided with access to and/or acquire, make use of or add to the Confidential Information.

A. The Individual agrees at all times to hold in strictest confidence for the sole benefit of the Company, all Confidential Information and, except as authorized by the Company in writing, shall take all reasonable and necessary steps and exert best reasonable efforts to NOT, at any time, either during the business negotiations/relationship or after the termination of such:

i) directly or indirectly disclose, communicate or induce the communication to any third-party or entity any Confidential Information;

ii) directly or indirectly use or induce the use of the Confidential Information in any manner except for the benefit of the Company;

iii) directly or indirectly use or induce the use of any Confidential Information for Employee's own benefit or the benefit of third-parties; or

iv) directly or indirectly use or induce the use of any Confidential Information to the detriment of the Company or misuse the Confidential Information in any way.

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B. Individual understands that it shall not be required to maintain the Confidential Information confidential if it: (i) now, or later becomes, through no act or failure to act on the Individual's part, generally known or available to the public (ii) is later rightfully furnished to Individual by a third-party without restriction as to use or disclosure; (iii) was in the public domain before being disclosed to Individual by the Company; or (iv) is required to be disclosed pursuant to law, provided that Individual uses reasonable efforts to give the Company reasonable notice of such required disclosure. In the event that the Confidential Information was known to, acquired by, or developed by Individual prior to disclosure by the Company, Individual agrees to provide documentary evidence of such prior knowledge, acquisition, or development to the Company within ten (10) working days of the disclosure.

C. Individual understands that under no circumstances shall Individual remove from the Company's office(s) any of the Company's Confidential Information, books, records, documents, software, hardware, customer lists or any copies of such without the express written permission of the Company nor shall Individual make any copies of such Confidential Information, books, records, documents, software, hardware, customer lists for use outside of the Company's office(s) except as specifically authorized in writing by the Company.

D. Immediately upon request by the Company, or termination or expiration of the Individual's relationship with the Company, Individual shall immediately return all Confidential Information (including originals and copies), including but not limited to any Confidential Information embodied in any programs, documentation, instruction manuals, customer accounts or files (including electronic files), records, data, memoranda, models, notes, notebooks, reports, manuals, drawings, sketches, blue prints, prototypes, letters, lists, equipment, computer software, computer hardware, schematics, keys, pagers, telephones, credit cards, security cards, or any and all other written, photographic, magnetic, tangible or other technology comprising, containing, embodying, or relating to the Confidential Information.

E. The Individual acknowledges and agrees that all Confidential Information is and shall be the sole and exclusive property of the Company and that any and all information developed or acquired, or works created, or inventions, improvements, developments, processes or methods, extensions, copyrightable works, confidential ideas, discoveries, improvements, advancements and trade secrets that may be made, conceived, invented, acquired or suggested by the parties, whether jointly or independently, whether or not protected by patent, trademark, copyright or trade secrets, which is a result, either directly or indirectly, of disclosure of the Confidential Information to Individual, shall be the sole and exclusive property of the Company. The individual further understands and agrees that any and all Confidential Information and other materials or information which the Individual otherwise develops or creates as a consequence of or through Individual's employment with the Company ("Work Product" as hereinafter defined) shall be the sole and exclusive property of the Company.

F. Individual agrees that he/she will not, during the period of employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that the Individual will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

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3. Assignment of Work Product.

A. **Original Development.** Individual represents and warrants to the Company that all work that he or she performs for or on behalf of the Company, and all work product that produced in such capacity, including but not limited to software, documentation, memoranda, ideas, designs, inventions, processes lesson plans, memoranda, ideas, designs, inventions, processes, algorithms, etc. ("Work Product"), will not knowingly infringe upon or violate any patent, copyright, trade secret, or other property right of any of Individual's former employers or of any other third-party. Individual agrees not to disclose to the Company, or use in any Work Product, any confidential or proprietary information belonging to others unless both the owner thereof and the Company have consented in writing.

B. **Disclosure.** Individual will promptly disclose to the Company all Work Product developed by Individual within the scope of his or her employment with the Company or which relates directly to, or involves the use of, any Confidential Information, including but not limited to all software, concepts, ideas and designs, and all documentation, manuals, letters, pamphlets, drafts, memoranda and other writings or tangible things of any kind. Employee will not disclose them to anyone other than authorized Company personnel.

C. **Copyright Ownership.** Individual acknowledges and agrees that all subject matter that is prepared by Individual (solely or jointly with others), including Work Product, within the scope of Individual's employment and which is protectab1e by copyright is being created at the instance of the Company and is a "work made for hire," as that term is defined in the United States Copyright Act (17 USCA, Section 101) and, by virtue of this writing, is the sole property of the Company free and clear from all claims of any nature relating to Individual's contributions and other efforts, including the right to copyright same in the name of the Company as author and proprietor thereof and any termination rights thereto. Individual understands and agrees that the Company owns all right, title and interest in the aforementioned subject matter and has the right to register such copyrights in the United States of America and all foreign countries thereto. In the event that the subject matter is determined not to be a work-made-for-hire, and/or there are any rights which do not accrue to the Company as a work-made-for-hire, this Agreement shall operate as an irrevocable grant, transfer, and assignment to the Company of all right, title and interest, including all copyrights in the subject matter, in any media and for any purpose, to the Company including all rights of renewals and extensions.

D. **Moral Rights.** Individual agrees to waive any and all "moral rights" which he or she may have to any Work Product and to assign all such "moral rights to the Company. "Moral Rights" means any right to claim authorship of any Work Product or withdraw from circulation or control the publication or distribution of any creative work, and any similar right, existing under judicial or statutory law of any country in the world, or any treaty, regardless of whether or not such right is dominated or generally referred to as "moral right."

E. **Assignment.** Individual hereby assigns to the Company all of his or her other rights, title and interest, including the goodwill associated therewith (including but not limited to all patent, copyright, trade secret, and other intellectual property rights) in and to all Work Product and/or other subject matter prepared by Individual, whether patentable or not, made or

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conceived in whole or in part by Individual within the scope of his or her employment by the Company, or that relates directly to, or involve the use of Confidential Information, Work Product, or any other subject matter prepared, developed or generated by Individual.

F. **Documents.** Individual will execute all documents reasonably requested by the Company to further evidence the foregoing assignment and to provide all reasonable assistance to the Company (at the Company's expense) in perfecting or protecting any or all of the Company's rights in the Confidential Information and/or Work Product.

4. <u>Covenant-Not-To-Compete.</u>

A. **Acknowledgments**. The Company is engaged in the business of owning and operating restaurants that offer Japanese cuisine. Individual acknowledges that: (a) all Confidential Information is and shall be the sole and exclusive property of the Company and constitutes unique and special property of the Company; (b) the Company has a legitimate business interest in protecting its Confidential Information; (c) the Company's services and products, as well as the creative processes used to develop the Company's services and products are unique and specialized items; (d) the Company's services are tailored to the needs of its markets, customers and potential customers; (e) the Company has a proprietary interest in its Confidential Information including the identity of its customers and customer lists and the documents and information regarding pricing, costs and Company operations; (f) that during the term of this Agreement, clients of the Company will develop a trust in the Company's ability to fully service their specialized needs and acknowledges that this trust and the relations developed therein is a valuable Company asset which constitutes a protectable interest thereof; (g) the compilation of information regarding the Company's customers and prospective customers, and the particular needs of its customers and prospective customers are not generally known in the industry; (h) the Confidential Information constitutes valuable trade secrets of the Company that, if disclosed, would cause considerable harm to the Company; (i) the Confidential Information, together with all other documents, information and materials regarding the Company's methods of sales, pricing, costs, marketing, processes and development are highly confidential; (j) the Company has spent a substantial amount of money, time and effort in the development of the Confidential Information; (k) Individual is aware that the Confidential Information is not generally known within the industry or to the general public and it designed to give and does give the Company a competitive edge over others in its industry and, as such, has independent economic value; (l) the Company has and will spend a substantial amount of money, time and effort in the development of relationships with its customers; (n) the employment compensation paid to Individual by Company is, at least in part, dependent upon earnings or profits which accrue to the Company through its ownership of the Confidential Information.

B. **Restrictive Covenant.** Individual recognizes that the Company has a legitimate business interest in protecting its relationship with customers and potential customers. Individual further recognizes, in his/her capacity with the Company, that Individual will have substantial contact with the Confidential Information, proprietary assets and trade secrets belonging to the Company, and despite the confidentiality and other restrictions of this Agreement, given the nature of the Confidential Information, it is likely that such information would inevitably be used or revealed, either directly or indirectly, in any subsequent employment with a competitor of the Company in any position comparable to the position Individual currently

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holds with the Company. In consideration of the valuable benefits received in connection with Individual's relationship with the Company, and for other good and valuable consideration, the receipt of which is hereby acknowledged:

i) Individual agrees and covenants that for a period of one (1) year following the termination of Individual's employment or other business relationship with the Company, with or without notice, by either party, Individual will not directly or indirectly as an employee, consultant, investor, owner, agent, partner, director or representative, associate or render services for any other entity, business, or company for which renders services identical or similar to the Company, restaurant and food services, and these services accounts for more than fifty percent (50%) of its total annual sales revenue. Individual understands that the Company does render its services throughout the United States and Individual therefore specifically consents to the non-competition restrictions of this Section 4 to extend for a radius of forty (40) miles from the present location of the Company main offices or outlets and shall be in full force and effect for one (1) year, commencing with the date of employment/business relationship termination;

ii) Individual does not believe said restriction to be an unreasonable restraint on any future employment by Individual. Individual understands and agrees that this covenant-not-to-compete is necessary to provide the Company with protection for its aforesaid Confidential Information which it now has or may acquire during Individual's business relationship with the Company;

iii) Individual agrees that the relevant public policy aspects of non-compete covenants has been discussed fully with the Company and that every effort has been made to limit the restrictions placed upon Individually to those that are reasonable and necessary to protect the Company's legitimate interest. Individual acknowledges that, based upon his/her education, experience, and training, this non-compete provision will not prevent Individual from earning a livelihood and supporting Individual's family during the relevant time period. Individual further acknowledges that his/her ability to earn a livelihood without violating such restrictions is a material condition to Individual's employment or other relationship with the Company;

iv) Individual acknowledges that for the non-competition period of one (1) year following termination of employment from the Company, Individual is prepared for the possibility that his/her standard of living may be reduced and Individual fully accepts any risk associated therewith; and

v) If any restriction set forth in this Section 4 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or geographic area, it shall be interpreted to extend over the maximum period of time, range of activities or geographical areas as to such may be enforceable.

5. **Non-Solicitation**. In recognition of Individual's access to the Confidential Information, and in order to protect the customer relationships and accounts, good will and trade secrets of the Company,

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Individual agrees that for a period of two (2) years from the termination or expiration of Individual's relationship or employment with the Company, Individual expressly agrees:

A. To not directly or indirectly, either on behalf of Individual or any other third-party or entity, call on, solicit or induce any actual or targeted prospective customers or clients of the Company in an attempt to have them cease to do business, divert their business, or to reduce the amount of business which any such customer has customarily done or actively contemplates doing with the Customer;

B. To not directly or indirectly canvass or solicit any business from customers of the Company with respect to services which are substantially the same as, or substitutes for, the services provided or being contemplated by the Company.

C. To not directly or indirectly assist or encourage any individual or entity to solicit the Company's customers, where such individual is engaged in whole or in part in a business similar to that of the Company;

D. To not directly or indirectly, either on behalf of Individual or any other third-party or entity, recruit, solicit, encourage, induce or attempt to induce any employee or employees of the Company or its affiliates to terminate their employment with or otherwise cease their relationship with the Company and its affiliates; and

E. Absent written authorization from the Company, to not directly or indirectly conduct or solicit business of any kind whatsoever by directly or indirectly referencing the Company's legal entity name or the fact that Individual was employed by the Company.

For purposes of this Section 5, the term "customer" shall mean customers or prospective customers with whom either the Company or an of its employees, agents or subsidiaries has transacted business or had any contact during the two-year period preceding the termination of this Agreement.

6. <u>Enforcement of Non-Disclosure, Non-Solicitation and Non-Compete Provisions.</u>

A. Individual expressly acknowledges the reasonableness of the restrictions set forth in this Agreement, including but not limited to, the time periods. Individual further acknowledges that such restrictions are reasonable and necessary for the protection of the Company's Confidential Information, customer relationships and accounts, trade secrets and goodwill.

B. In the event that any of the provisions of this Agreement relating to the scope of such restriction shall be determined by any court of competent jurisdiction to exceed the maximum enforceable restriction, as applicable, it shall be deemed to be the maximum enforceable restriction and such court is expressly authorized and requested by the parties to reform this Agreement to so provide.

C. In the event that any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, and not subject to reformation under subsection B of this Section, such provision shall be deemed severed from this Agreement and the remaining

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provisions shall continue in full force and effect to the same extent as if such invalid or unenforceable provision had not been included in this Agreement.

D. In the event of any breach by Individual of any of the provisions of this Agreement, the damages sustained by the Company would be impossible to ascertain and the Company would have no adequate remedy at law. The Company shall, therefore, be entitled to enjoin any such breach or threatened breach by Individual; provided, however, that nothing contained in this Agreement shall operate to preclude the Company from pursuing money damages or any other lawful remedies available in the event of any actual or threatened breach of any provision of this Agreement. The costs, expenses and attorneys' fees incurred by the Company in enforcing the provisions of this Agreement, including any action for injunctive relief, shall be assessed against and borne by Individual.

E. Individual covenants and agrees that if Individual shall breach any of the provisions of this Agreement, the Company shall be entitled to an accounting, including but not limited to, repayment of all profits, compensation, commissions, remuneration or other benefits that Individual directly or indirectly has realized and/or may realize arising out of, or in connection with, any such breach. These remedies shall be in addition to, and not in limitation of, any other rights or remedies to which the Company is or may be entitled to at law, in equity or under this Agreement.

F. The provisions of Sections 2, 3, 4 and 5 shall be deemed independent of any other provision this Agreement and the existence of any claim or cause of action by Individual against the Company shall not constitute a defense to the enforcement or application of said Sections by the Company.

7. **Assignability**. This Agreement shall be assignable by Individual without the express written consent of the Company.

8. **Governing Law**. This Agreement and any and all disputes arising out of and/or in any way related to it shall be governed by the laws of the State of Arizona without regard to its choice of law provisions. The parties hereby agree that the exclusive jurisdiction for all actions or claims hereunder or relating hereto shall be the state and federal courts of Phoenix, Arizona. The parties hereby irrevocably submit themselves to the jurisdiction of such courts for such purposes and waive an objection to such jurisdiction on the basis of *forum non convenius* or otherwise.

9. **Attorneys' Fees and Legal Expenses.** In the event of any legal action between the parties arising under or relating to this Agreement, the costs, expenses, and reasonable attorneys' fees incurred by the prevailing party including, but not limited to, the costs, expenses, and attorneys' fees incurred in pursuing any appeal and collecting any judgment, shall be assessed against the other party in such action. If any such action involves both claims and counterclaims, and if each party shall have judgment rendered in its favor on one or more claims or counterclaims, the party whose total judgment or judgments in such action is greatest shall be deemed the prevailing party for purposes of this Section.

10. **Defaults and Non-Waiver.** No waiver by the Company of any default by Individual shall be effective unless in writing, nor shall it operate as waiver of any other default or of the same default on a future occasion.

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11. Modifications. This Agreement may not be amended nor any of its provisions modified or waived except by a written agreement executed by both parties.

12. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and either personally delivered or sent by certified mail, return receipt requested, to Individual at the address set forth in this Agreement or, in the case of a notice to the Company, to the address of the Company as previously set forth herein. Either party may designate a different address by notifying the other party in the manner provided by this Section.

13. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be fully effective as an original and all of which shall constitute one and the same instrument. Facsimile signatures shall be deemed as original.

14. Entire Agreement. THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS. The parties further acknowledge this Agreement to be the complete and final understanding between the parties, amending, revoking and superseding any and all other contracts or proposals, oral or written, and any and all other communications between the parties relating to the subject matter of this Agreement. Each party has exercised due diligence in reviewing this Agreement and each has had adequate opportunity to consult with legal counsel or other advisors to the extent that each party deemed necessary.

15. Survival. No termination of this Agreement, either with or without cause, shall release either party hereto from their obligations contained in the following Sections, which shall survive such termination: Sections 2, 3, 4, 5, 6, 8, and 9.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the respective date(s) set forth below to commence as of the Effective Date above.

COMPANY	**INDIVIDUAL**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

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EXHIBIT I

LIST OF CURRENT AND FORMER FRANCHISEES

CURRENT FRANCHISEES

CJ Star, Inc
dba Yogis Grill #2
2043 S. Ellsworth Road #104
Mesa, AZ 85209
(480)390-1213
Purchased January 2, 2008

HJC & KJM Holdings, LLC
dba Yogis Grill #6
10220 W. McDowell Road #110
Avondale, AZ 85392
(623)936-8282
Purchased November 20, 2009

P&K Mot, LLC
dba Yogis Grill #7
6050 W. Chandler Blvd. #3
Chandler, AZ 85226
(480)785-4855
Purchased January 28, 2010

Young Enterprises, Inc
dba Yogis Grill #8
10629 N. Scottsdale Road #105
Scottsdale, AZ 85254
(480)890-1200
Purchased August 17, 2010

Yeri, LLC
dba Yogis Grill #9
2450 W. Happy Valley Road #1155
Phoenix, AZ 85085
(623)780-2222
Purchased October 24, 2011

SU Enterprise, LLC
dba Yogis Grill #10
70 S. Val Vista Drive #A-6/7
Gilbert, AZ 85396
(480)633-7000
Purchased July 22, 2011

Corellian Kitchen, Inc
dba Yogis Grill #11
4015 S. Arizona Avenue #5
Chandler, AZ 85248
(480)895-5569
Purchased April 11, 2014

Hanara, LLC
dba Yogis Grill #3
3235 W. Ray Road #5
Chandler, AZ 85226
(480)855-5594
Purchased July 24, 2013

R&M Manna, LLC
dba Yogis Grill #12
2000 E. Rio Salado Parkway #1146
Tempe, AZ 85281
(480)921-2110
Purchased April 15, 2015

K&B Asian Fusion, LLC
dba Yogis Grill #15
5104 N. Dysart Road #110
Litchfield Park, AZ 85340
(623)414-3008
Purchased December 23, 2014

Bae Bros Rest, LLC
dba Yogis Grill #13
3121 W. Peoria Avenue #105
Phoenix, AZ 85029
(623)242-7071
Purchased August 25, 2016

HKS Food, LLC
dba Yogis Grill #16
1 E. Washington Street #175
Phoenix, AZ 85004
(602)252-9644
Purchased July 8, 2016

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FORMER FRANCHISEES

Hoya, LLC
dba Yogis Grill #12
2000 E. Rio Salado Pkwy #1146
Tempe, AZ 85281
Left on March 31, 2014

Stars Investment, LLC
dba Yogis Grill #12
2000 E. Rio Salado Pkwy #1146
Tempe, AZ 85281
Left on April 08, 2015

AZ Cubs, LLC
dba Yogis Grill #11
4015 S. Arizona Ave. #5
Chandler, AZ 85248
Left on April 06, 2014

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EXHIBIT J

GENERAL RELEASE AGREEMENT

THIS GENERAL RELEASE AGREEMENT ("Release") is made and entered into this _____ day of _____, 20_____, by and between Yogis Grill Franchise Management, Inc., ("Franchisor"), and_____a _____corporation/limited liability company/partnership (circle one) ("Franchisee"), and each owner of Franchisee and his or her spouse (individually, an "Owner," and collectively, the "Owners") (collectively, Franchisor, Franchisee, and Owners are referred to hereinafter as the "Parties").

WITNESSETH

WHEREAS, the Parties previously entered into that certain Franchise Agreement dated _____, _____, 20_____(the "Agreement"), granting Franchisee the right to operate a Franchise Business of Franchisor ("_____") for a specific Term (as defined in the Agreement); and

WHEREAS, Franchisee desires to renew the Agreement for an additional Term (as defined in the Agreement); and

WHEREAS, Section _____ of the Agreement requires Franchisee and each of its Owners and their respective spouses to execute, in favor of Franchisor and its officers, directors, agents, and employees, and Franchisor's affiliates and their officers, directors, agents, and employees, as a condition to renew the Agreement, a general release from liability of all claims that Franchisee, its Owners, and their respective spouses may have against Franchisor, its affiliates, and their respective owners, officers, directors, employees, and agents; and

WHEREAS, the Parties desire to enter into this Release to comply with the requirements of the Agreement and preserve Franchisee's eligibility to renew the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other valuable consideration, the Parties hereby agree as follows:

1. Recitals. The foregoing Recitals are incorporated into and made part of this Release.

2. Release. Franchisee, each Owner and his or her spouse, and their present or former affiliated entities, officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, as well as all other persons, firms, corporations, limited liability companies, associations or partnerships or other affiliated entities claiming by or through them (the "Releasing Entities"), hereby fully release Franchisor and its present or former officers, directors, shareholders, partners, members,

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employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, and Franchisor's affiliates and their respective present or former officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, as well as all other persons, firms, corporations, limited liability companies, associations or partnerships or other affiliated entities claiming by or through Franchisor (the "Released Entities"), from any and all claims, liabilities, damages, expenses, actions or causes of action which Franchisee or any of the Franchisee Parties 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 limitation, 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 and the offer and sale of the franchise rights related thereto, except that such release shall not apply to any claims by Franchisee arising from representations in the Franchise Disclosure Document, or its exhibit or its amendments, and from any and all liabilities, claims, demands, debts, damages, obligations and causes of action of any nature or kind, whether presently known or unknown, which the Releasing Entities may have against the Released Entities as of the date this Release is executed.

3. Miscellaneous.

A. This Release contains the entire agreement and representations between the Parties hereto with respect to the subject matter hereof. This Release supersedes and cancels any prior understanding or agreement between the parties hereto whether written or oral, express or implied. No modifications or amendments to this Release shall be effective unless in writing, signed by all Parties.

B. In the event any provision hereof, or any portion of any provision hereof shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining portion of any provision, or of any other provision hereof, and each provision of this Release shall be deemed severable from all other provisions hereof.

C. This Release shall be governed by the laws of the State of Arizona. Any litigation or court action arising under or related to this Release shall be filed in state or federal court in Maricopa County, State of Arizona.

D. In the event a court action is brought to enforce or interpret this Release, the prevailing Party in that proceeding or action shall be entitled to reimbursement of all of its legal expenses, including, but not limited to, reasonable attorneys' fees and court costs incurred. The prevailing Party shall be entitled to reimbursement of all such expenses both in the initial proceeding or action and on any appeal therefrom.

E. This Release is binding on the Parties hereto and their respective successors, heirs, beneficiaries, agents, legal representatives, and assigns, and on any other persons claiming a right or interest through the Parties.

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F. This Release may be executed in any number of counterparts, all of which shall be deemed to constitute one and the same instrument, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, the Parties hereto affix their signatures and execute this Release as of the day and year first above written.

FRANCHISOR:

(Name)_____

By: _____

Print Name: _____

Title: _____

Date: _____

FRANCHISEE:

_____

IF AN INDIVIDUAL:

By: _____

Print Name: _____

Date: _____

IF A PARTNERSHIP, CORPORATION, OR OTHER ENTITY:

By: _____

Print Name: _____

Title: _____

Date: _____

(Signatures continue on following page)

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OWNERS

Owner's Title/Position with Franchisee_____

Name of Owner:_____

Owner's Residential Address_____

Signature of Owner:_____Owner's Percentage of Ownership:_____

Name of Spouse_____

Spouse's Residential Address_____

Signature of Spouse:_____

Owner's Title/Position with Franchisee_____

Name of Owner:_____

Owner's Residential Address_____

Signature of Owner:_____Owner's Percentage of Ownership:_____

Name of Spouse_____

Spouse's Residential Address_____

Signature of Spouse:_____

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EXHIBIT K

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Business Oversight Main Office 1515 K Street, Suite 200 Sacramento, CA 95814-4052 916-445-7205	Commissioner of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (866) 275-2677
HAWAII	Business Registration Division Securities Compliance Branch Dept. of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities Same Address
ILLINOIS	Office of the Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Same Address
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner Same Address
MICHIGAN	Consumer Protection Division Antitrust and Franchise Unit 670 G. Mennen Williams Building Lansing, MI 48913 (517) 373-7117	Department of Commerce Corporations and Securities Bureau Same Address
MINNESOTA	Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101 (651) 296-4973	Commissioner of Commerce Same Address
NEW YORK	Bureau of Investor Protection and Securities New York State Department of Law 120 Broadway, 23rd Floor New York, NY 10271 (212) 416-8211	Secretary of State of New York 41 State Street Albany, NY 12231 (212) 416-8211

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STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NORTH DAKOTA	North Dakota Securities Department 600 Boulevard Avenue, State Capital 5th Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner Same Address
RHODE ISLAND	Securities Division Department of Business Regulation 1511 Pontiac Avenue Bldg. 69, 1st Floor Cranston, RI 02920 (401) 462-9585	Director of Department of Business Regulation Rhode Island Attorney General Same Address
SOUTH DAKOTA	Department of Commerce and Regulation Division of Securities 445 E. Capital Avenue Pierre, SD 57501-2017 (605) 773-4013	Director of South Dakota Division of Securities Same Address
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
WASHINGTON	Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, WA 98501 (360) 902-8760	Director of Department of Financial Institutions Same Address
WISCONSIN	Department of Financial Institutions Division of Securities 345 West Washington Avenue, 4th floor Madison, Wisconsin 53703 (608) 261-9555	Commissioner of Securities Same Address

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EXHIBIT L

STATE SPECIFIC ADDENDUMS
TO FRANCHISE AGREEMENT AND FRANCHISE DISCLOSURE DOCUMENT

Georgia

DISCLOSURES REQUIRED BY GEORGIA LAW

The State of Georgia has not reviewed and does not approve, recommend, endorse, or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

If, for any reason, any provision set forth in the Franchise Agreement (including those related to in-term and post-term covenants against competition and non-disclosure and non-use of confidential information) exceeds any lawful scope or limit as to duration, geographic coverage, specificity, or otherwise, it is agreed that the provision will nevertheless be binding to the full scope or limit allowed by law or by a court of law. Indeed, the parties acknowledge their desire and intent that such provisions be modified by a court or arbitrator to comply with Georgia law if needed. The duration, geographic coverage and scope allowable by law or court of law will apply to this Agreement.

Idaho

FDD Item 17, FA Section 22

Any condition in a franchise agreement executed by a resident of Idaho or a business entity organized under the laws of Idaho is void to the extent it purports to waive venue or jurisdiction of the Idaho court system. Venue and jurisdiction will be in Idaho if the franchisee is an Idaho resident or a business entity organized under the laws of Idaho.

For Residents of the State of California

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code § 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the Disclosure Document for Yogis Grill in connection with the offer and sale of franchises for use in the State of California shall be amended to include the following:

A. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

B. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF BUSINESS OVERSIGHT NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

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C. California Corporations Code Section 31119 requires that the offering circular together with all proposed agreements relating to the sale of the franchise be delivered to prospective franchisees at least 14 days prior to execution by the prospective franchisee of any binding franchise or other agreement, or at least 14 days prior to the receipt of any consideration, whichever occurs first.

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

E. 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.).

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

G. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

H. The franchise agreement requires binding arbitration. The arbitration will occur in Arizona, with the costs being borne equally by both parties.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

I. The franchise agreement requires the application of the laws of the state of Arizona. This provision may not be enforceable under California law.

J. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

K. You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

L. 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.

M. The franchisor, nor any other person or franchise broker listed in Item 2 of the Franchise Disclosure Document, is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

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EXHIBIT M

RECEIPT

The disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Yogis Grill Franchise Management offers you a franchise, it must provide this disclosure document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Yogis Grill Franchise Management does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed in Exhibit K.

Issuance Date: March 23, 2017

The franchise sellers are Won Kyeh, Sung Ho Na, and Frank Lee, at 1130 W Grove Avenue, Suite 104 Mesa, AZ 85210, (949) 922-1245.

Any additional individual franchise sellers involved in offering this franchise are:

_____

I have received the Disclosure Document dated March 23, 2017, which included the following Exhibits:

A. Franchise Agreement
B. Financial Statements
C. Acknowledgement Regarding Ownership
D. Guaranty of Franchisee's Obligations
E. Electronic Funds Transfer Form
F. Operations Manual Table of Contents
G. Consent and Agreement of Landlord
H. Confidentiality and Non-Competition Agreement
I. List of Current Franchisees
J. General Release
K. List of State Administrators/Agents for Process
L. State Specific Addendum
M. Receipts

_____ _____

Prospective Franchisee Signature Printed Name

Date Received: _____

Instructions for returning the receipt:

If the disclosure document is not delivered in person, the prospective franchisee must sign both copies, retaining one (1) for the prospective franchisee's records. The other copy must be sent within five (5) business days via certified mail to the franchisor: Yogis Grill Franchise Management 1130 W Grove Avenue, Suite 104 Mesa, AZ 85210.

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