

**FRANCHISE DISCLOSURE DOCUMENT**  
**TAHINI'S FRANCHISING USA CORP.**  
d/b/a TAHINI'S MEDITERRANEAN CUISINE  
a Delaware corporation  
2-657 Wilton Grove Road  
London ON N6N 1N7  
1-888-TAHINIS  
www.tahinis.com  
shawn@tahinis.com



The franchise offered is for a fast-casual restaurant operating under the name “Tahini’s Mediterranean Cuisine,” which restaurants specialize in the sale of Mediterranean cuisine for dine-in and take-out.

The total investment necessary to begin operations of a single Tahini’s Mediterranean Cuisine restaurant under a Franchise Agreement with us is between \$383,500 and \$667,000. This includes \$65,000 that must be paid to the franchisor or its affiliates.

The total investment necessary to enter into an Area Development Agreement with us for the right to develop between two (2) and three (3) Tahini’s Mediterranean Cuisine restaurants ranges from \$405,500 to \$701,000, which includes (i) \$45,000 that must be paid to the franchisor or its affiliates, and (ii) the estimated initial investment for the first Franchised Business you will open under the Development Agreement. The total investment necessary to enter into an Area Development Agreement will vary depending on the number of Tahini’s Mediterranean Cuisine restaurants to be developed under the Area Development Agreement.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive the 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 government 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 Shawn Saraga, Tahini’s Franchising USA Corp. at 2-657 Wilton Grove Road, London ON N6N 1N7 or shawn@tahinis.com.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “*A Consumer’s Guide to Buying a Franchise*,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

**Issuance Date: September 3, 2025, as amended October 16, 2025**

## Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The Franchise Agreement and the Area Development Agreement require you to resolve disputes with the franchisor by arbitration or litigation only in Dover, Delaware. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Dover, Delaware than in your own state.
2. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.
3. **Short Operating History.** The Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
4. **Supplier control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
5. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.

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

Omar Hamam has been our Chief Executive Officer, Chief Financial Officer and a Director since our inception in February 2024. He has also served as the Chief Executive Officer and a Director in London ON of TFC since December 2018; Tahinis LTD. since November 2017; and Alex Food Service Corp. since August 2019.

#### **Aly Hamam – Chief Marketing Officer and Director**

Aly Hamam has been our Chief Marketing Officer and a Director since our inception in February 2024 and the Chief Marketing Officer and a Director of TFC in London ON since December 2018.

#### **Ahmed Dessouki – Chief Operating Officer, Chief Financial Officer and Director**

Ahmed Dessouki has been our Chief Operating Officer, Chief Financial Officer and a Director since our inception in February 2024 and the Chief Operating Officer, Chief Financial Officer and a Director of TFC in London ON since December 2018.

#### **Shawn Saraga – Chief Development Officer**

Shawn Saraga has been our Chief Development Officer since our inception in February 2024 and the Chief Development Officer of TFC in London ON since September 2023. Mr. Saraga has also been a registered real estate broker since 2006, currently holding his license with Revel Realty Inc in Toronto, ON since 2018, and is the Founder and President of The Franchise Academy, in which since 2005 ~~he has serviced about 43 different franchisors over the last 19 years, including Burger King and many others.~~ Mr. Saraga also served as the Vice President of Development for ~~barBURRTO~~[bar BURRTO](#) from May 2020 to April 2022 and the Vice President of Development for Freshii & Foodtastic from May 2022 to October 2023. Mr. Saraga also sits on Board seats on several AI start-ups, and has also been a Board Member of Leadership Sinai since 2005. Mr. Saraga has been based in London, ON for all of these roles.

#### **Khalid Sariffodeen – Chief Operations Officer, Vice President of Operations**

Khalid Sariffodeen is our Chief Operations Officer and VP of Operations. He has served as our Chief Operations Officer since November, 2024 and VP of Operations since June, 2022. Prior to this role, Mr. Sariffodeen served as our Head of Operations from November, 2020 to July, 2022. Prior to this, Mr. Sariffodeen served as Director of Operations at Mindful Snacks from November, 2017 to November, 2020 and director of Project Management at Freshii from March, 2012 to December, 2017.

### **ITEM 3** **LITIGATION**

*BarBurrito Restaurants Inc. v. Shawn Saraga, Sarah Ibbrahim, Tahini's Ltd., and Tahini's Franchising Corp.* (Ontario Superior Court of Justice, CV-25-00737651-0000)

The plaintiff brought an action against the Franchisor and other defendants alleging, among other things, unlawful retention and use of confidential information. The plaintiff seeks an interlocutory and/or permanent injunction, as well as damages in an amount to be particularized at trial. The Franchisor and other defendants deny the allegations made by the plaintiff, and consider the suit to be frivolous and vexatious. The action is in its early stages, and the Franchisor and other defendants intend to vigorously defend the claim.

~~No~~Except for the above, no litigation is required to be disclosed in this Item.

#### **ITEM 4** **BANKRUPTCY**

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

#### **ITEM 5** **INITIAL FEES**

**Franchise Agreement:** You must pay an initial franchise fee of \$40,000 (“Initial Franchise Fee”) to purchase a Tahini’s Mediterranean Cuisine franchise. The Initial Franchise Fee is fully earned when paid and except as set forth below is nonrefundable. Unless you sign a Development Agreement, the Initial Franchise Fee is paid in one lump sum when you sign the Franchise Agreement. The Initial Franchise Fee is generally uniformly imposed on all franchisees that purchase a Tahini’s Mediterranean Cuisine franchise except for the discount of the Initial Franchise Fee we offer to an area developer as described below. We did not accept any reduced Initial Franchise Fees during our prior fiscal year.

We will be primarily responsible for finding a suitable location for your Restaurant. We will present you with up to three locations for your Restaurant that reasonably meet our selection criteria. If you reject each of those three locations or 12 months pass after you sign the Franchise Agreement and you have not yet agreed to a location for your Restaurant, whichever comes first, you and we will each have the right to terminate the Franchise Agreement. There is no guarantee that we will find three suitable locations within such 12-month period. If either of us terminates that Franchise Agreement in such case, upon your execution of a release (except for claims under an applicable franchise law statute that are not permitted to be released), we will refund you the Initial Franchise Fee, without interest, less all costs and expenses incurred by us in connection with the execution of the Franchise Agreement and the performance of obligations or the provision of services in connection therewith, including but not limited to such costs and expenses related to background checks performed on the Franchisee, any franchise disclosure document delivered to the Franchisee, locating potential locations for the Franchised Business, and any training provided to the Franchisee or its employees. The Initial Franchise Fee is not refundable in any other circumstance.

You must pay a site supervision fee of \$20,000 (“Site Supervision Fee”) for our oversight and supervision of the construction, renovation, equipping and furnishing of the Location of your Franchised Business. This Site Supervision Fee is paid in one lump sum upon our demand and is not refundable.

You must pay a fee of \$5,000 (“Grand Opening Advertising Fee”) in one lump sum. This fee is due not less than thirty (30) days prior to the initial opening of the Franchised Business and is not refundable. This sum will be used to prepare a grand opening promotional package to assist you with your opening of your Franchised Business. Within sixty (60) days of the opening of the Franchised Business, we will prepare an accounting of our expenditures and will return to you any portion of the fee not used by us.

**Development Agreement:** When you sign the Development Agreement, you must pay us a development fee (“Development Fee”) that is calculated based on the total number of Franchised Businesses you commit to develop under the Development Agreement. The Development Fee will be equal to \$10,000 multiplied by the aggregate number of Franchised Businesses which you commit to develop. The Development Fee is fully earned by us upon receipt and is not refundable under any circumstances. The Development Fee is calculated uniformly for all Area Developers. For example if

“**Non-Traditional Locations**” means any non-traditional Tahini’s operations, including, but not limited to: enclosed malls (provided the location does not have exterior access), institutions (such as hospitals, colleges, universities or other schools), airports, parks (including theme parks), military bases and sports arenas or stadiums, train stations, travel plazas, and entertainment venues that are subject to exclusive food vending rights of third parties or for which the Area Developer is otherwise precluded from obtaining occupancy or vending rights.

To maintain your rights under the Development Agreement you must have open and in operation the cumulative number of Tahini’s Restaurants stated on the Development Schedule by the dates agreed upon in the Development Schedule. If you fail to comply with the Development Schedule, such failure will constitute a material breach of the Development Agreement, and we will have the right to terminate the Development Agreement.

Upon completion of the Development Schedule, your development rights under the Development Agreement with respect to the Development Territory will terminate. We and our affiliates will have the right to operate and to grant to others development rights and franchises to develop and operate Restaurants within the Development Territory.

There are no minimum sales goals, market penetration or other contingency that you must meet to keep the development rights to your Development Territory, other than your compliance with the Development Schedule.

You are not granted any other option, right of first refusal or similar right to acquire additional Franchised Businesses in your Development Territory under the Development Agreement, except as described above.

**ITEM 13**  
**TRADEMARKS**

We grant you the right to operate a restaurant business under the name “TAHINI’S”. We do not own the Marks. Our affiliate, Tahinis LTD, owns the Marks and licenses to us the right to use or license the use of the Marks pursuant to a trademark license agreement dated February 28, 2024 (the “Trademark License Agreement”) that is perpetual unless terminated by either party as a result of a material breach that is uncured within 60 days after written notice. If the Trademark License Agreement is terminated, your franchise agreement will be assigned to Tahinis LTD and Tahinis LTD will assume all of the franchisor obligations under the franchise agreement.

Tahinis LTD has registered the following principal ~~Marks~~[Mark](#) on the Principal Register with the U.S. Patent and Trademark Office (“USPTO”):

Mark	Registration Date	US Registration Number
<b>TAHINI'S</b>	January 30, 2024	7292855

Tahinis LTD has applied for registration of the following principal ~~Marks~~[Mark](#) on the Principal Register with the USPTO (the “**Pending ~~Marks~~[Mark](#)**”):

Tahini’s/2025 FDD

Mark	Application Date	US Application Number
	Dec. 06, 2023	98301676

We do not have a federal registration of our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally-registered trademark. If your right to use the trademark is challenged, you may have to change to an alternative trademark which may increase your expenses.

You may also use our (or our affiliate’s) other current or future trademarks to operate your Franchised Business. By “Marks” we mean trade names, trademarks, and logos used to identify your Franchised Business and its products and services. You must use or display the Marks on all signs, forms, receipts, business cards, advertising and any other materials we prescribe, in the manner set out in the Manual.

Tahinis LTD. is the respondent in an administrative proceeding (the “Administrative Proceeding”) currently pending before the U.S. Patent and Trademark Office’s Trademark Trial and Appeal Board (“Board”) (Tahini, LLC v. Tahinis LTD., Cancellation No. 92/087,627 filed February 24, 2025). Petitioner, a putative competitor, seeks cancellation of Franchisor’s federal Principal Register trademark registration No. 7,292,855 for the mark TAHINI’S issued on January 30, 2024, covering the following services: Retail store services featuring food; Delivery of food by restaurants; Catering services; Restaurant services; Take-out restaurant services; Providing information in the fields of restaurant services and restaurant menus via a website. Petitioner’s cancellation action is based on claims of superior prior rights (allegedly dating back to December 3, 2013 generally and October 30, 2017 in commerce) and likelihood of confusion under Section 2(d) of the Trademark Act, 15 U.S.C. § 1052(d) through use of the name TAHINI for restaurant services in the San Diego, California area. The parties have completed the initial pleadings stage of the proceeding, and the discovery period opens October 19, 2025. Tahinis LTD. will have the opportunity to test the strength of Petitioner’s asserted claims during the discovery process.

Except for the Pending ~~Marks~~Mark and the Administrative Proceeding, there are no presently effective determinations of the USPTO or any court, no pending infringement, opposition or cancellation proceedings, and no pending material litigation involving the Marks. ~~There~~Except as alleged in the Administrative Proceeding, there are no infringing uses or superior prior rights actually known to us that could materially affect your use of the Marks as provided in the Franchise Agreement.

You must follow our rules when you use the Marks. You have no ownership in the trademarks or any goodwill associated with them. You acknowledge that proper operation of your Franchised Business is essential for protecting the value of the Marks. You cannot use any of the trademarks as part of your corporate, partnership, trade or other legal name; however, we will allow you to register the business name TAHINI’S. You cannot use the Marks on any website, as part of a domain name, or in an email

**ADDENDUM TO TAHINI'S MEDITERRANEAN CUISINE  
FRANCHISE DISCLOSURE DOCUMENT  
FOR THE STATE OF MINNESOTA**

1. The following statement is added to Item 5:

Based upon the franchisor's financial condition, the State of Minnesota Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the area development agreement opens.

12. The following statement is added to Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, subdivisions 3, 4, and 5, which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreements.

23. The following statement is added to the State Cover page and Item 17:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreements can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

34. The following statement is added to Item 17:

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

45. The following statement is added to Item 17:

Minnesota Rule 2860.4400J, among other things, prohibits us from requiring you to waive your rights to a jury trial.

56. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

67. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act are met independently without reference to this Addendum.

78. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

| 89. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g)

**ADDENDUM TO TAHINI'S MEDITERRANEAN CUISINE  
FRANCHISE DISCLOSURE DOCUMENT  
FOR THE STATE OF NORTH DAKOTA**

1. ~~Item 17(c) of the Disclosure Document is hereby amended to indicate that a franchisee shall not be required to sign a general release~~ Item 5 of the disclosure document is amended by adding the following:

Based upon the franchisor's financial condition, the North Dakota Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the area development agreement opens.

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2. Covenants not to compete are generally considered unenforceable in the State of North Dakota, in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law. Item 17(r) of the Disclosure Document is amended accordingly.

3. ~~Item 6 and Item 17(y) of the Disclosure Document requires the franchisee to consent to liquidated damages or termination penalties. Since the Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, these provisions are hereby deleted in each place they appear in the Disclosure Document and Franchise Agreement used in North Dakota. The State of North Dakota has determined that requiring franchisees or developers to consent to a waiver of exemplary and punitive damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, Development Agreement and Supplemental Agreements that a franchisee or developer consent to a waiver of exemplary and punitive damages is deleted.~~

4. ~~Item 17(u) of the Disclosure Document is amended to provide that arbitration shall be held at a site that is agreeable to all parties. The State of North Dakota has determined that parties agreeing to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's or developers business to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's or developers place of business.~~

5. ~~The State of North Dakota has determined that requiring franchisees or developers to sign a general release upon renewal of a franchise agreement or development agreement to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement that a franchisee or developer sign a general release as a condition of renewing the franchise agreement is deleted.~~

6. ~~The State of North Dakota has determined that requiring franchisees or developers to consent to a waiver of a trial by jury to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, Development Agreement and Supplemental Agreements that a franchisee or developer waive a jury trial is deleted.~~

7. The State of North Dakota has determined that requiring franchisees or developers to pay all costs and expenses incurred by the franchisor in enforcing the agreement to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

58. Item 17(v) of the Disclosure Document is amended by adding the following: “To the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.”

69. Item 17(w) of the Disclosure Documents amended by adding the following: “Subject to federal law, North Dakota law governs.”

710. Apart from civil liability as set forth in Section 51-19-12 N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents. Therefore, North Dakota franchisees will not be required to waive their rights under North Dakota law.

811. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**ADDENDUM TO TAHINI'S MEDITERRANEAN CUISINE**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**FOR THE STATE OF SOUTH DAKOTA**

1. Item 5 of the disclosure document is amended by adding the following:

The Securities Regulation Office has determined the Franchisor's financial condition is not adequate to fulfill its obligations to franchisees at this time and thus, pursuant to SDCL 37-5B-5, the Franchisor has agreed to defer its initial franchise fees under the Franchise Agreement until such time as the franchise is operational and to defer its development fees until such time as the first franchise developed under the Area Development Agreement is operational.

2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**AMENDMENT TO FRANCHISE AGREEMENT  
FOR THE STATE OF MINNESOTA**

The Tahini's Mediterranean Cuisine Franchise Agreement between \_\_\_\_\_ ("Franchisee" or "you") and Tahini's Franchising USA Corp. d/b/a Tahini's Mediterranean Cuisine (the "Franchisor" or "us") dated \_\_\_\_\_, 20\_\_ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

1. The provisions of this Amendment form an integral part of, and are incorporated into the Agreement. This Amendment is being executed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Minnesota; (b) Franchisee is a resident of the State of Minnesota; and/or (c) the Franchised Business will be located or operated in the State of Minnesota.

2. The following sentence is added to the end of each of Sections 1.5 and 21.15-21.8 of the Agreement:

Notwithstanding the foregoing, you will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

3. Section 6.1 of the Agreement shall be amended to add the following language at the end of the first paragraph:

Based upon the franchisor's financial condition, the State of Minnesota Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the first franchise is open.

34. The following sentence is added to the end of Article 4 ("TERM") and Article 17 ("DEFAULT AND TERMINATION"):

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of franchise agreements.

45. The following sentences are added to the end of Section 21.9 of the Agreement:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreements can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

56. The following sentence is added to the end of Section 21.10 of the Agreement:

Minnesota Statute § 80C.17, Subdivision 5, provides that no action may be commenced pursuant to that Section more than three years after the cause of action accrues.

67. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (b) disclaiming reliance on any statement made by any franchisor, franchise seller or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

78. The provisions of this Amendment will be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Act and the Rules and Regulation promulgated thereunder are met independently of this Amendment.

9.8. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Agreement.

910. Except as expressly modified by this Amendment, the Agreement remains unmodified and in full force and effect.

101. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

142. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

**FRANCHISOR:**

TAHINI'S FRANCHISING USA CORP.  
d/b/a Tahini's Mediterranean Cuisine

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AMENDMENT TO FRANCHISE AGREEMENT  
FOR THE STATE OF NORTH DAKOTA**

The Tahini's Mediterranean Cuisine Franchise Agreement between \_\_\_\_\_ ("Franchisee" or "you") and Tahini's Franchising USA Corp. d/b/a Tahini's Mediterranean Cuisine ("Franchisor" or "us") dated \_\_\_\_\_, 20\_\_ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

1. The laws of the State of North Dakota supersede any provisions of the Franchise Agreement or Delaware law if such provisions are in conflict with North Dakota law. The Franchise Agreement will be governed by North Dakota law, rather than Delaware law, as stated in Section 21.8 of the Agreement.

~~2. Any provision in the Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from any agreements issued in the State of North Dakota. The site of any arbitration will be agreeable to all parties.~~

~~No release language set forth in the Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota~~

~~3.2. The State of North Dakota has determined that requiring franchisee to sign a general release upon renewal of a this agreement to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement that a franchisee to sign a general release as a condition of renewing the franchise agreement is deleted.~~

3. Covenants restricting competition in the State of North Dakota may be subject to Section 9-08-06 of the North Dakota Century Code.

4. Section 6.01 of the Agreement shall be amended to add the following language:

The State of North Dakota is requiring the franchisor to defer payments of the initial franchise fees until such time as the franchise under the Agreement is operational.

5. Section 19.10 of the Agreement shall be amended to add the following language

4. The State of North Dakota has determined that requiring franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

6. Section 21.9 of the Agreement ("Jurisdiction and Venue"), shall be amended to include the following language:

5. The State of North Dakota has determined that requiring the franchisee to consent to a waiver of a trial by jury to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in this Agreement that

~~a franchisee waive a jury trial is deleted to the extent that it relates to venue, is deleted from any agreements issued in the State of North Dakota.~~

~~6. 7.~~ Liquidated damages and termination penalties are prohibited by law in the state of North Dakota and, therefore, Article 17 of the Agreement is amended by deletion of all references to liquidated damages and termination penalties and the addition of the following language to the original language that appears therein: “Notwithstanding any such termination, and in addition to your other obligations, or in the event of termination or cancellation of the Franchise Agreement under any of the other provisions therein, you shall be, continue and remain liable to us for any and all damages which we have sustained or may sustain by reason of such default or defaults and the breach of the Franchise Agreement on your part until the end of the Term.”

~~7. 8.~~ Any provisions in the Agreement (including but not limited to Sections 21.9 and 21.10) which require the franchisee to waive the right to a jury trial or to exemplary or punitive damages are deleted from any agreements issued in the State of North Dakota.

~~89.~~ Any provision in the Agreement (including Section 21.10) which requires the franchisee to consent to a limitation of claims is deleted from any agreements issued in the State of North Dakota. Instead, the statute of limitations under North Dakota law applies.

~~10. Section 21.11 of the Agreement (“Jurisdiction and Venue”), shall be amended to include the following language~~

~~The State of North Dakota has determined that parties agreeing to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.~~

~~911.~~ The Agreement and any document signed in connection with the franchise are supplemented with the following language: “No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Agreement on \_\_\_\_\_, 20\_\_\_\_.

**FRANCHISOR:**

TAHINI'S FRANCHISING USA CORP.  
d/b/a Tahini's Mediterranean Cuisine

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AMENDMENT TO FRANCHISE AGREEMENT  
FOR THE STATE OF SOUTH DAKOTA**

The Tahini's Mediterranean Cuisine Franchise Agreement between \_\_\_\_\_ ("Franchisee" or "you") and Tahini's Franchising USA Corp. d/b/a Tahini's Mediterranean Cuisine (the "Franchisor" or "us") dated \_\_\_\_\_, 20\_\_ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

1. The Agreement and any document signed in connection with the franchise are supplemented with the following language: "No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise."
  
- 4.2. The Securities Regulation Office has determined the Franchisor's financial condition is not adequate to fulfill its obligations to franchisees at this time and thus, pursuant to SDCL 37-5B-5, the Franchisor has agreed to defer its initial franchise fees until such time as the franchise is operational.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Agreement on \_\_\_\_\_, 20\_\_.

**FRANCHISOR:**

TAHINI'S FRANCHISING USA CORP.  
d/b/a Tahini's Mediterranean Cuisine

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AMENDMENT TO AREA DEVELOPMENT AGREEMENT  
FOR THE STATE OF MINNESOTA**

The Tahini's Mediterranean Cuisine Area Development Agreement between \_\_\_\_\_ ("Area Developer" or "you") and Tahini's Franchising USA Corp. d/b/a Tahini's Mediterranean Cuisine (the "Franchisor" or "us") dated \_\_\_\_\_, 20\_\_ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

1. The provisions of this Amendment form an integral part of, and are incorporated into the Agreement. This Amendment is being executed because: (a) the offer or sale of the franchise to Area Developer was made in the State of Minnesota; (b) Area Developer is a resident of the State of Minnesota; and/or (c) the Franchised Business will be located or operated in the State of Minnesota.

32. The following sentence is added to Section 4.01 ("Term") and Sections 15.01-15.06 ("Default and Termination") of the Agreement:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of franchise agreements.

3. The following sentence is added to the end of Section 5.01:

Based upon the franchisor's financial condition, the State of Minnesota Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the development agreement and the first franchise under the development agreement is open.

4. The following sentences are added to the end of Sections 18.12 ("Jurisdiction and Venue") and 18.17 ("Arbitration") of the Agreement:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreements can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

5. The following sentence is added to the end of Section 18.13 ("Limitation of Claims") of the Agreement:

Minnesota Statute § 80C.17, Subdivision 5, provides that no action may be commenced pursuant to that Section more than three years after the cause of action accrues.

6. No statement, questionnaire or acknowledgment signed or agreed to by an area developer in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (b) disclaiming reliance on any statement made by any franchisor, franchise seller or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**AMENDMENT TO AREA DEVELOPMENT AGREEMENT  
FOR THE STATE OF NORTH DAKOTA**

The Tahini's Mediterranean Cuisine Area Development Agreement between \_\_\_\_\_ ("Area Developer" or "you") and Tahini's Franchising USA Corp. d/b/a Tahini's Mediterranean Cuisine (the "Franchisor" or "us") dated \_\_\_\_\_, 20\_\_ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

1. The laws of the State of North Dakota supersede any provisions of the Agreement or Delaware law if such provisions are in conflict with North Dakota law. The Agreement will be governed by North Dakota law, rather than Delaware law, as stated in Section 18.11 of the Agreement.

~~2. Any provision in the Agreement which designates jurisdiction or venue or requires the Developer to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from agreements issued in the State of North Dakota. The site of any arbitration will be agreeable to all parties.~~

~~3. No release language set forth in the Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.~~

~~2. The State of North Dakota has determined that requiring developers to sign a general release upon renewal of a this agreement to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement that a developers sign a general release as a condition of renewing the development agreement is deleted.~~

~~43.~~ Covenants restricting competition in the State of North Dakota may be subject to Section 9-08-06 of the North Dakota Century Code.

~~4. Section 5.01 of the Agreement shall be amended to add the following language:~~

~~The State of North Dakota is requiring the developer to defer payments of the development fees until such time as the first franchise developed under the Agreement is operational.~~

~~5. Section 9.03 of the Agreement shall be amended to add the following language:~~

~~The State of North Dakota has determined that requiring the developer to consent to a waiver of exemplary and punitive damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in this agreement that a developer consent to a waiver of exemplary and punitive damages is deleted.~~

~~6. Section 18.10 of the Agreement shall be amended to add the following language:~~

~~The State of North Dakota has determined that requiring developers to pay all costs and expenses incurred by the franchisor in enforcing the agreement to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the prevailing party in any enforcement action is entitled to recover all costs and expenses including~~

attorney's fees.

7. Section 18.12 of the Agreement shall be amended to add the following language at the end of the first paragraph:

The State of North Dakota has determined that requiring the developer to consent to a waiver of a trial by jury to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in this

Agreement that a developer waive a jury trial is deleted.

8. Section 18.17 of the Agreement shall be amended to add the following language:

The State of North Dakota has determined that parties agreeing to arbitration or mediation of disputes at a location that is remote from the site of the developer's business to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the developer's place of business.

59. No statement, questionnaire, or acknowledgment signed or agreed to by an area developer in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**[SIGNATURE PAGE TO FOLLOW]**

**AMENDMENT TO AREA DEVELOPMENT AGREEMENT  
FOR THE STATE OF SOUTH DAKOTA**

The Tahini's Mediterranean Cuisine Area Development Agreement between \_\_\_\_\_ ("Area Developer" or "you") and Tahini's Franchising USA Corp. d/b/a Tahini's Mediterranean Cuisine (the "Franchisor" or "us") dated \_\_\_\_\_, 20\_\_ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

1. \_\_\_\_\_ The Agreement and any document signed in connection with the franchise are supplemented with the following language: "No statement, questionnaire, or acknowledgment signed or agreed to by an area developer in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise."
  
2. The Securities Regulation Office has determined the Franchisor's financial condition is not adequate to fulfill its obligations to franchisees at this time and thus, pursuant to SDCL 37-5B-5, the Franchisor has agreed to defer its initial-development fees until such time as the first franchise developed under the Agreement is operational.

4. \_\_\_\_\_

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Agreement on \_\_\_\_\_, 20\_\_.

**FRANCHISOR:**

TAHINI'S FRANCHISING USA CORP.  
d/b/a Tahini's Mediterranean Cuisine

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AREA DEVELOPER:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RECEIPT**  
**(KEEP THIS COPY FOR YOUR RECORDS)**

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

If Tahini's Franchising USA Corp. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Tahini's Franchising USA Corp. 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 on Exhibit G.

The franchisor is Tahini's Franchising USA Corp., located at 2-657 Wilton Grove Road, London ON N6N 1N7. Its telephone number is 1-888-TAHINIS.

**Issuance date: September 3, 2025, as amended October 16, 2025**

The name, principal business address and telephone number of our primary franchise seller offering the franchise is as follows: Shawn Saraga, 2-657 Wilton Grove Road, London ON N6N 1N7, 1-888-TAHINIS; and each other franchise seller offering the franchise is as follows: \_\_\_\_\_

Tahini's Franchising USA Corp. authorizes the agents listed in Exhibit G to receive service of process for it.

I have received a disclosure document dated September 3, 2025, as amended October 16, 2025, that included the following Exhibits:

A – Financial Statements	F – State Specific Addenda
B – Franchise Agreement	G – List of State Administrators/Agents for Service of Process
C – Area Development Agreement	H – State Effective Dates Page
D – Current and Former Franchisees and Area Developers	I – Receipts
E – Table of Contents of Confidential Operations Manual	

Date: \_\_\_\_\_  
(Do not leave blank)

\_\_\_\_\_  
Signature of Prospective Franchisee

\_\_\_\_\_  
Print Name

**RECEIPT**  
**(RETURN THIS COPY TO US)**

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

If Tahini's Franchising USA Corp. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Tahini's Franchising USA Corp. 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 on Exhibit G.

The franchisor is Tahini's Franchising USA Corp., located at 2-657 Wilton Grove Road, London ON N6N 1N7. Its telephone number is 1-888-TAHINIS.

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D – Current and Former Franchisees and Area Developers	I – Receipts
E – Table of Contents of Confidential Operations Manual	

Date: \_\_\_\_\_

(Do not leave blank)

\_\_\_\_\_  
Signature of Prospective Franchisee

\_\_\_\_\_  
Print Name

You may return the signed receipt either by signing, dating and mailing it to Tahini's Franchising USA Corp., 2-657 Wilton Grove Road, London ON N6N 1N7 or by emailing a copy of the signed and dated receipt to Tahini's Franchising USA Corp. at [shawn@tahinis.com](mailto:shawn@tahinis.com).