

FRANCHISE DISCLOSURE DOCUMENT

BOMBAY PIZZA KITCHEN®

BPK Franchisors, LLC
A Minnesota Limited Liability Company
5015 Merrimac Ct., N.
Plymouth, Minnesota 55446
(314) 324-8827
www.BombayPizza.Kitchen.
Contact@BombayPizza.Kitchen

As a Franchisee, you will operate a restaurant that features Indian style pizza for on-premises and off-premises consumption.

The total investment necessary to begin operation of a Bombay Pizza Kitchen franchised business is from \$299,250 to \$608,500. This includes \$40,000 that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no 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 Krishna Bommidi, CEO, 5015 Merrimac Ct. N, Plymouth, Minnesota 55446, (314) 324-8827.

The terms of your contract 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 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: December 13, 2023

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits, or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in item 20 or Exhibit E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Bombay Pizza Kitchen business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Bombay Pizza Kitchen franchisee?	Item 20 or Exhibit E lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit B.

Your state may also have laws that require special disclosure or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Minnesota. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Minnesota than in your own state.
2. **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.

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.

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EXHIBITS

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BPK FRANCHISORS, LLC

ITEM I

THE FRANCHISOR, ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, the terms “we”, “us”, the “Company”, or “Franchisor” means BPK Franchisors, LLC, the franchisor. The term “you”, means the person buying the franchise. If you are a corporation, partnership, or other business entity, “you” includes your principals unless otherwise stated. As used in this Disclosure Document, the term “principals” means your spouse, if you are an individual, and your owners, if you are a corporation, partnership, limited liability company or other legal entity. If any owner is a corporation, partnership, Limited Liability Company, or other legal entity, then the term “principals” also includes all owners of that entity.

The Franchisor

We are a Minnesota limited liability company. We were formed on August 30, 2023. Our principal business address is 5015 Merrimac Ct. N., Plymouth, Minnesota. Our telephone number is (314) 324-8827. We do business only under our entity name or “Bombay Pizza Kitchen”. We have offered Bombay Pizza Kitchen franchises since 2023. We are not engaged in the operation of restaurants substantially similar to those offered in this Disclosure Document. We are not engaged in any other business activities other than the franchising of Bombay Pizza Kitchen businesses.

We list our agents for service of process in Exhibit B to this Disclosure Document.

We have written the Disclosure Document in “plain English” to comply with legal requirements. Any differences in the language in this Disclosure Document describing the terms, conditions or obligations under the Franchise Agreement, or any other agreements is not intended to alter in any way your or our rights or obligations under the particular agreement.

Our Parent, Predecessor and Affiliates

We have no parent, Our predecessor and affiliate is BPK Foods, LLC. BPK Foods, LLC is a Minnesota limited liability company organized on August 15, 2022. Its principal address and telephone number is 5015 Merrimac Ct. N., Plymouth, Minnesota 55446, (314) 324-8827. BPK Foods, LLC owns and operates 1 Restaurant under the name “Bombay Pizza Kitchen” since November 1st, 2022, and which is substantially similar to the Restaurants being franchised under this Disclosure Document. BPK Foods, LLC has never engaged in franchising activities in this or in any other line of business. BPK Foods, LLC acquired the business and the Trademark from Bombay Pizza Kitchen, LLC in 2021.

Our Business

Our Affiliate, BPK, LLC owns the trademark “BOMBAY PIZZA KITCHEN” and certain trademarks, trade names, service marks, logotypes and other commercial symbols related to it (collectively, the “Marks”). We have developed a unique concept and system for the establishment and operation of a restaurant (the “Restaurants”) for on-site and take-out, that features Indian style pizza, bowls, and other Indian cuisine (the “System”). Some Bombay Pizza Kitchen restaurants may offer beer and wine. The System includes distinctive signage, interior and exterior design, décor and color scheme; special recipes and menu items including proprietary products and ingredients; uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; inventory, management and financial control procedures (including point of sale and tracking systems); training and assistance; and advertising and promotional programs; all of which we may change, improve, and further develop, in our discretion. Certain aspects of the System are more fully described in this Disclosure Document and the Manuals, which you should expect to evolve over time, that are provided to you as a franchisee.

Bombay Pizza Kitchen Restaurants are operated under the Marks and the System in accordance with the terms of the Franchise Agreement. The Restaurants are generally located within shopping centers, multi-use developments, lifestyle centers and urban and suburban locations. Restaurants will typically be approximately 1,800 to 3,000 square feet in size. Each Restaurant will offer dine-in and take-out.

The Franchise Agreement

We offer the right to establish and operate a Restaurant under the terms of a single unit franchise agreement within a specific Territory (the “Franchise Agreement”), Exhibit “C” to this Disclosure Document. You may be an individual, corporation, partnership, or other form of legal entity. Under the Franchise Agreement, certain parties are characterized as Franchisee’s Principals. The Franchise Agreement is signed by us, by you, and by those of your Principals whom we designate as Controlling Principals. In most instances, we will designate your principal equity owners and executive officers, and certain affiliated entities as Controlling Principals. By signing the Franchise Agreement, your Controlling Principals agree to be individually bound by certain obligations in the Franchise Agreement, including covenants concerning confidentiality and non-competition, and to personally guarantee your performance under the Franchise Agreement. Depending on the type of business activities in which your Principals may be involved, we may require you or your Principals to sign additional confidentiality and non-competition agreements.

You must also designate a “General Manager” who will be the main individual responsible for operating your Restaurant. We recommend that you act as the General Manager.

Market and Competition

The quick-serve food market, and in particular restaurants that feature pizza is somewhat well developed, and continues to grow, and is highly competitive. Sales are generally not seasonal. You should assume that other restaurants will provide you with significant competition. You will serve the general public and will compete with a variety of businesses, including locally owned to regional, national and chain restaurants, some of which may be franchise systems. We or our affiliates may establish Restaurants in your market area outside of your Territory (if permitted under the Franchise Agreement) and/or sell or license others to sell products in your area. Also, we may sell products through the internet, toll-free telephone numbers, catalogs, supermarkets, convenience stores, and other similar means of distribution to customers at any location, which may be located in your area.

Regulatory Matters

The restaurant industry is heavily regulated. Many of the laws, rules and regulations that apply to business generally have particular applicability to restaurants. All Restaurants must comply with federal, state, and local laws applicable to the operation and licensing of a restaurant business, including obtaining all applicable health permits and/or inspections and approvals by municipal, county or state health departments that regulate food and liquor service operations. If applicable to your Restaurant, the Americans with Disability Act of 1990 requires readily accessible accommodation for disabled persons and therefore may affect your building construction, site elements, entrance ramps, doors, bathrooms, drinking facilities, etc. You should consider these laws and regulations when evaluating your purchase of a franchise.

Among the licenses and permits that you may need are Zoning or Land Use Approvals, Sunday Sale Permits, Sales and Use Tax Permits, Special Tax Stamps, Fire Department Permits, Food Establishment Permits, Health Permits, Retail Sales Licenses, and others. There may be other laws, rules or regulations which affect your Restaurant, including minimum wage and labor laws along with ADA, OSHA, and EPA considerations. We recommend that you consult with your attorney concerning those laws.

The U.S. Food and Drug Administration, the U.S. Department of Agriculture and state and local health departments administer and enforce regulations that govern food preparation and service and restaurant sanitary conditions. State and local agencies inspect restaurants to ensure that they comply with these laws and regulations. Some local governments have ordinances and regulations that regulate indoor and outdoor smoking.

ITEM 2

BUSINESS EXPERIENCE

Krishna Bommidi, Chief Executive Officer and Director

Krishna Bommidi has been our CEO since our formation in Plymouth, Minnesota. He has also served as the CEO of BPK, LLC in Plymouth, Minnesota since August 2022. From February 2022 to Present- Senior Business Systems Analyst, State of Minnesota, St. Paul, Minnesota. From May 2014 to December 2021- Senior Business Systems Analyst, Wells Fargo Bank, Minneapolis, Minnesota.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Disclosure Document.

ITEM 4

BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5

INITIAL FEES

You will pay us an initial franchise fee of \$40,000 (the “Initial Franchise Fee”). You must pay the entire Initial Franchise Fee when you sign the Franchise Agreement and deliver it to us. Although the Initial Franchise Fee is uniform for all franchises, in the Disclosure Document we reserve the right to change the franchise fee in the future. We may also discount the Initial Franchise Fee for franchisees that purchase multiple franchises or multiple territories or for early adopters. During the 12 months prior to the issuance date of this Disclosure Document, we have not discounted the Initial Franchise Fee.

The Initial Franchise Fee is fully earned by us on signing the Franchise Agreement and is not refundable under any circumstances.

Other than the above, there are no other purchases from or payments to us or to any affiliate of ours that you must make before your Restaurant opens.

ITEM 6

OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty Fee	6% of your prior week's Gross Revenues ^{1, 2}	Weekly on or before Tuesday for the preceding week	Royalty fee is due from the first day you are open for business.
Brand Fund Contribution ³	Up to 1% of Gross Revenues	The Brand Fund payment will be due weekly on or before Tuesday for the preceding week.	The Brand Fund Contribution is paid to the Fund. Contributions are not refundable unless we dissolve the Fund.
Renewal Fee ⁴	\$5,000	Upon renewal of your franchise	Subject to Inflation Adjustment ⁵
Transfer Fee ⁶	50% of then-current initial franchise fee	At time of transfer of the franchise. Includes cost of Initial Training for transferee	Due upon transfer of more than a 50% interest in you. No fee charged to an individual or partnership franchisee that transfers its rights, one time only, to a corporate entity controlled by the same interest holders.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Management Fee	\$250 per day	Within 10 days of the date we invoice you	If you die or become disabled and your successor is unable to operate the Franchised Business, we may operate it until a suitable successor is found. This fee is subject to an Inflation Adjustment
Audit ⁸	Cost of Audit plus late fee of 18% interest per annum on understated amount	Upon completion of audit and determination of amount due	Audit costs payable if reports not provided or understatement exceeds 2%
Additional Training & Assistance	Currently \$500 per day per person plus per diem for trainer	When we invoice you	We charge a daily fee plus expenses for special assistance we provide you at your request or if we determine that you require additional training or assistance.
Interest on Late Payments	18% per annum or the maximum rate allowed by law	When we invoice you	Interest begins from the date of non-payment and applies to all overdue amounts
Annual Conference, if any ⁹	You are solely responsible for all travel, room, and board and salary expense. We may charge a fee to cover speakers, meals, and activities up to \$1,000 per Franchise (charged regardless of attendance).	Upon receipt of our invoice	The \$1,000 per Franchisee/territory is due regardless of attendance. This fee covers the attendance of 2 people (per Franchise). In the event you wish to send additional people, the Franchisor will publish and charge a separate fee per extra person, also due upon receipt of our invoice.
Fee for Lost manuals	\$1,000	When we invoice you	Payable if you lose or misplace Manual.
Indemnification	Varies under circumstances of claim	As incurred	You must reimburse us for damages, claims, lawsuits related to your franchise.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Attorney's Fees	Varies under circumstances	As incurred	You must pay attorneys' fees and costs if you fail to comply with your obligations under the Franchise Agreement
On-Site Inspection Fee ¹⁰	Varies under the circumstances	Upon our invoice	If the inspection is due to Franchisee's failure to provide required reports or the inspection reveals material deficiencies, we have the right to impose a fee of up to \$5,000.
Prohibited Product or Service Fine	\$250 per day of use of unauthorized products or services.	If incurred	In addition to other remedies available to us
Gift Cards ¹¹	Will vary under the circumstances	As billed by our approved supplier	Payable to our approved supplier
Liquidated Damages ¹⁰	Average weekly Royalty Fee contribution that you were required to pay during the 52-week period immediately prior to termination times 104 months. If the store was not open for continuous operation for a period of 52 weeks prior to the termination of the Franchise Agreement, the Franchisor will use the geographically closest location with 52 weeks of data to calculate liquidated damages.	Upon our demand	You must pay us liquidated damages if you terminate the Franchise Agreement prior to the end of the Term

Notes:

1. The table above provides recurring or isolated fees or payments that Franchisee must pay to Franchisor or its Affiliates or that Franchisor or its Affiliates impose or collect in whole or in part on behalf of a third-party or that Franchisee is required to spend by the Franchise Agreement. All fees and expenses described in this Item 6 are nonrefundable. Except as otherwise indicated in the chart above, we uniformly impose

all fees and expenses listed and they are payable to us and are fully earned upon receipt by us. Except as specifically stated above, the amounts given may be subject to increases based on changes in market conditions, our cost of providing services and future policy changes. We will collect the weekly fees by automatic bank drafts. To facilitate the automatic bank draft, you must execute the documentation that we or your bank require. The Royalty Fee is based upon Gross Revenue from the franchised business for the prior Monday through Sunday.

2. “Gross Revenues” means the amount of all your revenues and income related to your business whether for cash or credit and regardless of collection and including exchanges in kind or for barter. Gross Revenues do not include sales or like taxes, provided they are separately stated in the customer’s charge, are collected from the customer, and are actually paid to appropriate taxing authority. Gross Revenues include, without limitation, amounts you receive or are entitled to receive from the offer for sale, sale of all products, or merchandise that you offer for sale, whether such sales were conducted in compliance with or in violation of the Franchise Agreement. Gross Revenues also includes insurance proceeds you receive for loss of profit or business or for damage to goods.

3. We have established a separate fund for the purpose of enhancing the goodwill and public image of the System through promoting and protecting the brand (the “Brand Fund”). We require that you contribute to the Brand Fund (the “Brand Fund Contribution”) of 1% of your Gross Revenue.

4. The Renewal Fee compensates us for our legal and administrative costs in the processing of the renewal of the franchise, including the inspection of the Restaurant premises, if necessary.

5. The term “Inflation Adjustment” refers to our right to increase a fee based upon an increase in the Consumer Price Index: All Items/U.S. Cities Average – All Urban Consumers (1982-1984 = 100), published by the Bureau of Labor Statistics, U.S. Department of Labor, or a comparative index we select if the foregoing index is no longer published.

6. The Transfer Fee compensates us for the expenses we incur related to the transfer, such as attorney’s fees, training, and other assistance we provide the transferee.

7. The Franchise Agreement gives us the right to conduct an audit of your books and records. If our audit discloses that you have under-reported your revenues to us in excess of 2%, or if you have failed to provide the required reports to us, you must pay us the cost of the audit including travel, lodging, meals and other expenses incurred by our personnel conducting the audit.

8. We may conduct a national or regional meeting for Bombay Pizza Kitchen franchisees. If we host a national or regional meeting, we may charge you up to \$1,000.00 to cover expenses associated with the conference whether you attend or do not attend the conference. You may bring your employees to the conference, with our prior written consent. If you bring additional employees, you will be responsible to pay for all travel, room, board and wages for you and your employees relating to the convention.

9. You must participate in any Gift Card program we institute, which will allow a Gift Card to be purchased and redeemed at any Restaurant.

10. If you terminate the Franchise Agreement before the end of the Initial Term, you must pay us, as liquidated damages to compensate us for the loss of the benefit we were to receive based upon our relationship, and not as a penalty, a lump sum payment equal to the average weekly Royalty contribution you were obligated to pay during the 52 week period immediately before the termination, multiplied by 104 weeks.

ITEM 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

Name of Fee	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee ¹	\$40,000 - \$40,000	Lump sum	Upon signing the Franchise Agreement	To us
Real Estate – Rent 1 st 3 Months and Deposit ²	\$8,000 - \$15,000	As incurred	When you sign your lease and as Incurred	Landlord
Leasehold, Contractor Improvements; Construction Costs Build-out, including furnishings and signage ³	\$100,000 - \$250,000	Will vary	As incurred	Landlord, Contractors
Equipment ⁴	\$90,000 - \$200,000	Lump purchase	As incurred	Vendors
Opening Inventory and Supplies ⁵	\$10,000 - \$15,000	Lump sum	At delivery	Vendors
Utility Deposits	\$2,000 - \$5,000	Lump sum	Prior to service	Landlord, utility companies
Training Expenses ⁶	\$2,000 - \$4,000	Will vary	As incurred	Airlines, hotels, restaurants, auto rental.
Insurance ⁷	\$3,500 - \$4,500	Lump sum	As incurred	Insurance companies
Signage	\$3,000 - \$5,000	Lumpsum	Prior to opening	Vendors
POS – hardware and software	\$2,000 - \$3,000	Lump sum	As incurred	Approved vendor

Name of Fee	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Licenses and Permits ⁸	\$1,500 - \$5,000	Lump sum	Upon application – before opening	Government agencies
Employee Apparel	\$750 - \$1,500	Lump sum	As incurred	Approved vendor
Grand Opening Marketing ⁹	\$5,000 - \$7,500	Lump sum	Prior to Opening	To us
Legal and Accounting ¹⁰	\$1,500 - \$3,000	Lump sum	As incurred	Attorneys, accountants
Additional Funds (3 months) ¹¹	\$30,000 - \$50,000	As incurred	As incurred	Various parties as needed
TOTAL¹²	\$299,250 - \$608,500			

* Except as otherwise indicated, all of the above fees are non-refundable. We do not finance any portion of Your Initial Investment. The Initial Franchise Fee is payable to Franchisor, all others in the above chart are paid to non-affiliated third parties.

Notes:

1. See Item 5 of this Disclosure Document.
2. Your Franchised Restaurant will be approximately 1,800 to 3,000 square feet and will typically be located in a strip center. The rent for the premises will vary according to the location. We must approve any site you propose to locate your Restaurant.
3. The amounts stated in the chart contemplate the cost of a build-out to our standards and specifications. The amount that you will spend will depend on any build-out allowances given by your Landlord and the condition of the premises.
4. Your costs for equipment will vary, depending on the size of your Restaurant, the condition of the equipment, the supplier you choose, your location and other factors. The figures shown assume you lease or finance new or used items approved by us in good condition. You will need to purchase or lease equipment including signage, menu boards, freezers, refrigerators, sandwich prep station and blenders for your Restaurant that conforms to our specifications and to the specifications of your landlord. You must obtain our prior approval of your signage. The amount that you will spend depends on such factors as signage restrictions imposed by your Landlord, local sign ordinances, and the physical configuration of the interior of your Restaurant. (See Item 11).
5. This figure represents the cost of the initial inventory that you must have when you open your Restaurant.

6. Our cost of our Initial Training for up to 2 people is included in your Initial Franchise Fee. You must pay for the expense of attendance, including lodging, meals, transportation, and wages of your employees that attend.
7. You must maintain certain insurance policies we specify with coverage we specify. Insurance policies we specify will include comprehensive general liability insurance, fire and extended coverage insurance and automobile liable insurance. You must also maintain any insurance required by law such as worker's compensation insurance. Under the Franchise Agreement you must obtain and maintain the following insurance: (1) general liability in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate limit; (2) "all risks" coverage for the full cost of replacement of the Restaurant premises and all other property in which we may have an interest with no coinsurance clause; (3) business interruption insurance in a sufficient amount to cover profit margins, maintenance of competent and desirable personnel and fixed expenses for a period of at least 90 days including payment of Royalties otherwise due to us; (4) workers' compensation insurance in amounts provided by applicable law (but no less than \$500,000 per occurrence) or, if permissible under applicable law, any legally appropriate alternative providing substantially similar compensation to injured workers, subject to the conditions set forth in the Franchise Agreement; (5) cyber-liability insurance; (6) employment practices insurance; and (7) other insurance required by state or local law where the Restaurant is located. Your cost for the required insurance will depend on the location of your territory, the charges imposed by the insurance carriers, your insurance history, and the amount of any deductible. Your insurance policies must provide that your insurers will give us thirty (30) days prior written notice of termination, expiration or cancellation of any of the insurance. You will name Franchisor as an additional insured party on all of your insurance policies. Your insurance costs may not be uniform because insurance premiums differ depending on your location, your insurance company's assessment of the risk of insuring you, the amounts of insurance you need, your insurance history, applicable law in the jurisdiction where your Restaurant is located and general economic conditions.
8. Licensing laws and permit requirements, including fees, may vary depending on the county, state or municipality. You must comply with these laws.
9. You must spend a minimum of \$5,000 for a Grand Opening marketing program to commence 30 days prior to opening.
10. This amount includes expenses you will incur to obtain legal counsel to review the Franchise Agreement and this Disclosure Document and to form your business entity and obtain an accountant to set up your accounting systems.
11. This category covers the initial expenses you will likely incur while you establish your business. Your expenditures will depend on factors such as your business skills and experience, general and local economic conditions, competition, the prevailing wage rate, the number of services you provide during the initial period, how well your business is performing, and the number of hours you are willing to invest in your business. These expenses do not include any draw or salary for the owners of the business, but they do include employee salaries. This is only an estimate, and we cannot guarantee that the amounts specified will be adequate. You may need additional funds during the first 3 months of initial operations or afterwards. We do not furnish or authorize our salespersons or any other persons or entities to furnish estimates as to the capital or other reserve funds necessary to reach "break-even" or any other financial position, nor should you rely on any such estimates. The 3 month period from beginning the business covers the time by which most Franchisees are fully in operation but does not necessarily mean that you will have reached "break-even", "positive cash flow", or any other financial position. In addition, the estimates presented

relate only to costs associated with the Franchised Business, reflect minimal employee wages, and do not cover any personal, “living”, unrelated business or other expenses you may have, such as royalty payments, Advertising Fund Contributions, debt service on any loans. Although we make no estimates regarding the financial performance of Bombay Pizza Kitchen Restaurants, we recommend that, in addition to the additional funds shown, you have sufficient personal savings and/or income so that you will be self-sufficient and need not draw funds from your Restaurant for at least 3 months after start-up.

12. The high/low amounts are based on one franchise and will vary based on the Territory you purchase. We relied on the over 3 years’ experience of our affiliates in operating a substantially similar business in arriving at the figures in this Item 7.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We and our franchisees have an interest in protecting the quality and integrity of the Bombay Pizza Kitchen System. To protect our common interest, we place certain restrictions on the products, equipment, services, and supplies you purchase; the food, beverage, merchandise, and miscellaneous items you offer; and the sources from which you purchase them.

The System includes certain products, equipment, services, and supplies that we or our affiliates have developed, or may develop in the future, that have proprietary properties or that we keep secret. We refer to these products, equipment, services, and supplies as our “Proprietary Products.” You may purchase these Proprietary Products only from us, from suppliers we designate (which may be affiliates of ours) from suppliers you select, and we approve, or in accordance with our written specifications. Our affiliate BPK Foods, LLC is the sole designated supplier of certain items and Proprietary Products to our franchisees.

We will list the Proprietary Products, our approved suppliers, and our specifications in the Confidential Operations Manual or in other written directives. Proprietary Products may include the furniture, fixtures, and equipment you use in your Restaurant; our private label products and the private label products of our affiliates, if any. We or our affiliates may be the sole source of supply of the Proprietary Products. We will offer the Proprietary Products to you at substantially the same prices and terms as we offer them to similarly situated franchisees. We warrant that any Proprietary Products you purchase from us will meet our specifications. We may expand our offering of Proprietary Products in the future to include additional products and services and other products, equipment, services, and supplies, or we may reduce our offering to remove certain products and services and other goods and services. At this time, we do not require you to purchase any Proprietary Products from us on an on-going basis.

In order to deliver a consistent, high quality product to your customers, we do require that you purchase food products for sale in your Franchised Restaurant that meet our specifications, however, you may purchase these products from any suppliers you select without our approval. We will list these products and our specifications in our Confidential Operations Manual or in other written directives. The food products that we designate that you must purchase and sell in your Restaurant are an integral part of the System. We may enter into purchasing arrangements with certain suppliers for the benefit of all Bombay Pizza Kitchen franchisees, but we are not required to do so. If we enter into such arrangements, you may be required to purchase from those suppliers.

Approval of Suppliers. We may also designate approved suppliers of Non-Proprietary products. You may request that we approve certain suppliers that we have not previously approved and the goods and

services they offer. If you want us to give this approval: (i) you must submit a written request to us for approval, together with such samples, specifications, photographs, delivery terms and other information as we deem reasonably necessary; (ii) the proposed supplier must demonstrate to our reasonable satisfaction that it is able to supply such goods and services to you in compliance with our specifications; and (iii) the proposed supplier must demonstrate to our reasonable satisfaction that it is in good standing in its relevant business community with respect to its financial soundness and integrity, and the reliability of the goods and services it offers. We reserve the right to test, at your expense, the goods, and services of any supplier that you ask that we approve, regardless of whether we approve or reject the supplier or the goods or services it offers. We will give you written notice of our approval or disapproval within thirty (30) days after you supply us with all of the information that we need to evaluate the supplier and its goods or services. If we revoke approval of any supplier or the goods or services it offers, we will give you written notice of the revocation. We have the right to charge a fee of up to \$500 to evaluate a supplier.

We will base our specifications for suppliers and their goods and services on our experience and best judgment as to how to enhance the profits of the System and its franchisees. We evaluate the suppliers we approve for quality, reputation in the industry and standards by which they conduct business. We may modify the list of our designated and approved suppliers and our specifications at any time. We reserve the right to modify our specifications for what we deem to be in the best interest of the system. We do not currently provide written specifications and criteria for supplier approval.

If you are in default of under the Franchise Agreement or any other agreement between you and us, our obligation to sell you any Proprietary Products, and your right to purchase Proprietary Products and Non-Proprietary Products or any affiliate of ours will stop while you are in default. If that occurs, you will not have any claim against us or the right to assert any defense in any action that we commence based upon your non-receipt of the Proprietary and/or Non-Proprietary Products.

You must permit us or our agents, at any reasonable time, to remove a reasonable number of samples of food or non-food items from your inventory or from the Restaurant free of charge for testing by us or by an independent laboratory to determine whether the samples meet our then-current standards and specifications.

We and our affiliates may derive income from your purchases to the extent that you purchase items from us or our affiliates, as applicable. In addition, we may receive income from vendors based on vendor sales to our franchisees. During the last fiscal year, we did not derive any revenue from the sale of products to franchisees. We estimate that rebates paid to us by vendors based on Franchisee purchases will be between 0% and 5% of the price paid by Franchisees. We will have the right to retain those rebates. None of our officers or owners currently owns an interest in any approved or mandatory supplier.

We estimate that your purchases and leases from us or our designated sources will be approximately 10% to 15% of your total initial investment (not including initial franchise fee) and approximately 10% of your ongoing expenses (not including royalties) in the operation of the franchised business; however, the initial amount will vary.

There currently are not purchasing or distribution cooperatives in existence with respect to the franchised system. We may periodically negotiate purchase arrangements for suppliers for the benefit of our franchisees, and we anticipate establishing regional or national buying accounts with vendors who products meet our specifications. We do not provide you any material benefits (such as renewal rights or the right to acquire additional franchises) based on your purchases from approved or designated suppliers.

Insurance. You must maintain certain insurance policies we specify; with coverage we specify. Insurance policies we specify will include comprehensive general liability insurance, fire and extended

coverage insurance and automobile liable insurance. You must also maintain any insurance required by law such as worker's compensation insurance. Under the Franchise Agreement you must obtain and maintain the following insurance: (1) general liability in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate limit; (2) "all risks" coverage for the full cost of replacement of the Restaurant premises and all other property in which we may have an interest with no coinsurance clause; (3) business interruption insurance in a sufficient amount to cover profit margins, maintenance of competent and desirable personnel and fixed expenses for a period of at least 90 days including payment of Royalties otherwise due to us; (4) workers' compensation insurance in amounts provided by applicable law (but no less than \$500,000 per occurrence) or, if permissible under applicable law, any legally appropriate alternative providing substantially similar compensation to injured workers, subject to the conditions set forth in the Franchise Agreement; (5) cyber-liability insurance; (6) employment practices insurance; and (7) other insurance required by state or local law where the Restaurant is located. If you serve alcoholic beverages, you must also obtain liquor liability coverage. Your cost for the required insurance will depend on the location of your territory, the charges imposed by the insurance carriers, your insurance history, and the amount of any deductible. Your insurance policies must provide that your insurers will give us thirty (30) days prior written notice of termination, expiration or cancellation of any of the insurance. You must name us as an additional insured party on any required insurance policy.

Modifications to the System. Changes in the market, business conditions and/or demands of customers may occur during the term of your Franchise Agreement. As the result of those changes, we may make changes to the System which may include modifications to the Proprietary Products, Non-Proprietary Products, required insurance policies and coverage, suppliers, specifications, and other aspects of the Bombay Pizza Kitchen System. You must comply with all of the changes that we make.

You are also required to participate in any our customer loyalty card program that we may develop for our franchise system.

Refurbishment and Remodeling. You shall, upon our request remodel and/or redecorate the Restaurant premises, equipment (including point of sale or computer hardware and software systems), signage, interior and exterior décor items, fixtures, furnishings, supplies and other products and materials required for the operation of the Restaurant to our then-current system wide standards and specifications. You will not be required to remodel or refurbish the Restaurant more than once every five (5) years during the term of the Franchise Agreement, except if the Restaurant is transferred, in which case we may require that the transferee remodel and/or redecorate the Restaurant.

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 the franchise disclosure document.

<u>Obligation</u>	<u>Section in Franchise Agreement</u>	<u>Disclosure Document Item</u>
a. Site selection and acquisition/lease	3.1; 5.1; 5.2; 5.5	Item 11
b. Pre-opening purchases/leases	5.3; 7.2; 7.15	Items 5 and 8

<u>Obligation</u>	<u>Section in Franchise Agreement</u>	<u>Disclosure Document Item</u>
c. Site development and other pre-opening requirements	5.5; 5.6	Item 11
d. Initial and ongoing training	6.1(i); 6.2	Items 6,7,and 11
e. Opening	5.5; 7.2	Item 5
f. Fees	4	Items 5,6 and 11
g. Compliance with standards and policies/ Operating Manual	7.6; Article 8	Items 8, 11, and 16
h. Trademarks and proprietary information	Article 9; 18.4	Items 13 and 14
i. Restrictions on products/ services offered	7.6 (i); 7.6 (iii); 7.6 (iv)	Items 8 and 16
j. Warranty and customer service requirements	7.8	Item 11
k. Territorial development and sales quotas	None	Item 12
l. Ongoing product/service purchases	None	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	5.6	Item 12
n. Insurance	Article 13	Items 6 and 7
o. Advertising	Article 10	Items 6, 7 and 11
p. Indemnification	22.1	Item 6
q. Owner's participation/ management/ staffing	7.5; 7.7	Item 15
r. Records and reports	12.1	Item 6
s. Inspection and audits	12.2	Item 6
t. Transfer	Article 15	Items 6 and 17
u. Renewal	Article 2	Item 17
v. Post-termination obligations	Article 17	Item 17
w. Non-competition covenants	18.5	Item 15
x. Dispute resolution	Article 19	Item 17
y. Other:		Item 15
Personal Guaranty	17.6; 20.2	
Liquidated Damages	17.9	Item 6

ITEM 10.

FINANCING.

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

ITEM 11.

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

Pre-Opening Obligations

Franchise Agreement: Before you open your Franchised Business, we will:

1. Review your proposed location for the Restaurant and grant approval if the proposed location meets our approval. We must approve your site. Factors considered in selection and approval of a site include traffic count, visibility, demographics, competition in the area and occupancy cost. (Franchise Agreement - Section 6.1(ii)).
2. Provide to you sample plans for the construction of a typical Bombay Pizza Kitchen Restaurant (Franchise Agreement - Section 6.1 (iii)).
3. Provide you with written specifications for the operation and management of the franchised business (Franchise Agreement – Section 6.1(v)).
4. Provide to you (if you are an individual) and a Manager or at least one principal (if you are a corporation or other legal entity) our initial training program. We will not charge tuition for you, if you are an individual, or up to two (2) individuals (if you are a corporation or a legal entity) attending the initial training program. You are responsible for all training related expenses, including meals, lodging, travel and wages. (Franchise Agreement - Section 6.1 (vi)).
5. Provide you a list of our approved suppliers, which is subject to change during the term of the Franchise Agreement (Franchise Agreement – Section 6.1 (ix)).
6. Loan to you a copy of our Confidential Operations Manual or provide you access to the electronic version of the Manual (Franchise Agreement – Section 6.1 (i)).

Post-Opening Obligations

During the operation of the Franchised Business, we will:

1. Provide such general advisory assistance and field support as we deem helpful to you, in our discretion, in the ongoing operation, advertising and promotion of the franchise business (Franchise Agreement - Section 6.2 (i)).

2. Provide additional mandatory and optional training on an as-needed for replacement Managers and on new products and services that we introduce into the System (Franchise Agreement – Section 6.2 (xi)).

3. Provide you with 5 days of on-site assistance during the first week of the operation of your Restaurant. (Franchise Agreement – Section 6.2 (xii)). Franchisee shall be responsible for all costs incurred by Franchisor’s trainers, including travel and room and board.

4. Continue our efforts to establish and maintain standards or quality, cleanliness, safety, customer satisfaction and service (Franchise Agreement - Section 6.2 (ix)).

5. Provide you with updates, revisions and amendments to the Manual (Franchise Agreement – Section 6.2 (iv)). The Table of Contents of the Operations Manual is attached to this disclosure document as Exhibit F. The Operations Manual has a total of 467 pages.

6. Provide you with access to advertising and promotional materials that we have developed for the promotion of all restaurants in the System. You will be required to purchase the advertising materials and all costs of shipping them to you. (Franchise Agreement - Section 6.2 (viii)).

7. On a periodic basis, conduct (as we deem advisable) inspections of the franchise business and its operation and evaluation of its method and staff. (Franchise Agreement – Section 6.2 (vii)).

Training

The following is an outline of our Initial Training Program. Additional training programs and/or refresher courses may be required.

The schedule for the Initial Training is as follows:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of on the Job Training	Location
Introduction to the Bombay Pizza Kitchen concept	2.0	2.0	Eden Prairie Minnesota
Customer Service	1.0	4.0	Eden Prairie Minnesota
Recipes, Food Preparation	2.0	15.0	Eden Prairie Minnesota
Management, Employee Code, Discounts, Uniforms	1.0	5.0	Eden Prairie Minnesota
Register, Online Ordering, Tickets	1.0	5.0	Eden Prairie Minnesota
Maintenance, Cleanliness	1.0	5.0	Eden Prairie Minnesota
Inspections	1.0	5.0	Eden Prairie Minnesota

Subject	Hours of Classroom Training	Hours of on the Job Training	Location
Vendors, Manufacturers Product/Produce Guide	2.0	5.0	Eden Prairie Minnesota
Total	11.0	46.0	

All franchisees or their designated manager must successfully complete training. Additional persons may attend initial training upon payment of a fee. Two opportunities to pass the testing will be given. You are responsible for making sure that your personnel are properly trained to our standards and requirements. Failure to complete the Initial Training to our satisfaction may in our option, result in: (i) the termination of the Franchise Agreement; or (ii) the requirement for you to designate a replacement Manager within 30 days, who must successfully complete the Initial Training to our satisfaction.

The Initial Training will be conducted primarily by our CEO, Krishna Bommididi. Mr. Bommididi has been involved in the operation of the Affiliate-owned restaurant since 2022 and is acquainted with all aspects of restaurant operations. Other trainers may include employees of our affiliates who have direct restaurant operational experience. The training materials for the classroom component will consist primarily of the Confidential Operations Manual.

The Initial Training must be completed prior to the opening of the Restaurant. We anticipate that the Initial Training Program will be conducted monthly, or on an “as-needed” basis, based on the number of new franchisees requiring training. The times allotted to each subject above chart are approximations and we may spend more or less time on any subject based on the prior experience of the trainees.

We may offer additional training programs and/or refresher courses to you, or your Manager or employees as we deem appropriate. As of the date of this Disclosure Document, we are not able to state or estimate the location, duration, or frequency of any additional training programs. The programs will vary, depending on your needs, the needs of other franchisees and the System at the time the program is offered. We currently do not anticipate offering more than 2 additional training programs during a calendar year and we currently anticipate that each training program will last approximately 2 days. We may require you and your employees’ attendance at these programs. You must pay for you and your employees’ travel, meal, lodging and payroll expenses while attending our additional training programs. We have the right to charge a fee for the additional training programs, up to our current fee of \$500 per day per person.

We may hold an Annual Convention at a location to be selected by us. We will determine the topics and agenda for the conference to serve the purpose among other things, of updating franchisees on new developments affecting franchisees, exchanging information between franchisees and our personnel regarding business operations, and recognizing franchisees for their achievements. You are required to attend or send a Manager to attend the Annual Convention and to pay our then-current registration fee. If we charge a registration fee for the Annual Convention, you must pay the fee regardless of whether you attend. All expenses, including you and your employees’ transportation to and from the Annual Convention, and lodging, meals, and salaries during the Annual Convention, are your responsibility.

Advertising

Grand Opening

You must pay a conduct a Grand Opening Marketing program for the Restaurant. We must approve your proposed Grand Opening marketing plan. You are required to spend between \$5,000 and \$7,500 for your Grand Opening marketing program. The Grand Opening marketing must commence 30 days prior to the opening of the Restaurant and continue for 60 days after opening.

Brand Fund

We require you to contribute a specified amount (the “Brand Fund Fee”) to a Brand Fund The Brand Fund contributions will be payable by the 10th day of the month. The amount that you must contribute to the Brand Fund for each Restaurant is 1% of Gross Revenue per month. (Franchise Agreement, Section 10.4).

All franchisees are required to contribute to the Brand Fund. Our Affiliates may contribute to the Brand Fund at a rate equal to or less than the required Brand Fund contribution rate required of franchisees. We may contribute or loan additional funds to the Brand Fund on any terms we deem reasonable.

We will direct all programs that the Brand Fund finances, with sole control over the creative concepts, materials and endorsements used and their geographic, market and media placement and allocation. The Brand Fund will pay for preparing and producing local, regional, or national advertisements, video, audio and written materials and electronic media; administering regional and multi-regional marketing and advertising programs, (including, without limitation, using in-house or outside advertising, promotion and marketing agencies and other advisors to provide assistance); and supporting public relations, market research and other advertising, promotion and marketing activities. The Brand Fund periodically will give you samples of advertising, marketing and promotional formats and materials and we may require you to use a specific vendor to have these produced at a cost to you, plus related shipping, and handling charges.

We will account for the Brand Fund separately from our other funds (but we are not required to maintain a separate account for the Fund) and will not use the Brand Fund for any of our general operating expenses, except to compensate the reasonable salaries, administrative costs of the Fund), travel expenses and overhead we incur in administering the Brand Fund and its programs, including, without limitation, conducting market research, preparing advertising, promotion and marketing materials, and collecting and accounting for Brand Fund contributions. We reserve the right to use the Brand Fund for the Brand Internet site, including its maintenance and improvements, for national and regional marketing campaigns and for national and regional meetings and conventions of franchisees. The Brand Fund is not our asset. The Brand Fund is not a trust, and we do not owe you fiduciary obligations because of our maintaining, directing or administering the Brand Fund or any other reason. We will not use Brand Fund contributions for advertising that is principally a solicitation for the sale of franchises except that in certain ads with available space, we may insert certain language as to the availability of franchise opportunities. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund contributions in that year; borrow from us or others to cover deficits or invest any surplus for future use. We will use all interest earned on Brand Fund contributions to pay costs before using the Brand Fund’s other assets. We will prepare an annual unaudited statement of Brand Fund collections and expenses and give you the statement upon written request. We may incorporate the Brand Fund or operate it through a separate entity whenever we deem appropriate. During our last fiscal year that ended on December 31, 2022, the Brand Fund was not in existence.

We intend the Brand Fund to maximize recognition of the Marks and patronage of Bombay Pizza Kitchen businesses. Although we will try to use the Brand Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all Businesses in the System, we need not ensure that Brand Fund expenditures in or affecting any geographic area are proportionate or equivalent to the Brand Fund contributions by Bombay Pizza Kitchen businesses operating in that geographic area or that any Bombay Pizza Kitchen business benefit directly or in proportion to its Brand Fund contribution from the development or placement of advertising and marketing materials. We may forgive, waive, settle, and compromise all claims by or against the Brand Fund. We assume no direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Brand Fund.

We may at any time defer or reduce the Brand Fund contributions of a Bombay Pizza Kitchen business and, upon thirty (30) days' prior written notice, reduce or suspend Brand Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Brand Fund. If we terminate the Brand Fund, we will distribute all unspent monies to all Bombay Pizza Kitchen businesses (whether franchised or operated by us or our affiliates) in proportion to their respective Brand Fund contributions during the preceding twelve (12) month period.

We are not obligated to expend the Brand Fund Fee or placement of advertising in territory, or to ensure that your franchise business benefits directly or pro-rata from advertising fee expenditures. We will not use the Advertising Fee for creating or placing any advertisements that principally solicit for new franchisees. However, we may use the Advertising Fund to prepare general advertising that refers to or mentions advertising opportunities within the advertising creative. For instance, a portion of the Advertising Fee may be used to create and maintain one or more pages on our website devoted to advertising franchise opportunities and identifying and screening inquiries submitted by franchise candidates.

Local Advertising

Other than the Grand Opening Advertising expenditures outlined above, you are encouraged, but not required, to spend a minimum amount for local advertising or marketing in your Territory. We do, however, recommend that you spend approximately \$500 per month on local advertising and marketing.

Advertising Cooperatives

There currently is no Advertising Cooperative in place for the franchise system, nor do we have the authority to form an Advertising Cooperative or to require you to contribute to or participate in an Advertising Cooperative.

We do not have a franchise advisory council that advises us on advertising policies.

Internet Activities

We will establish and maintain a website that provides information about the System, and we will have sole discretion and control over it. We also have the sole right to create interior pages on our website(s) that contain information about your business and other franchised and company owned locations.

You may not establish or maintain a separate website, splash page or other presence on the Internet through any internet or social networking site in connection with the operation of your Business, including, Facebook, LinkedIn, Pinterest, Instagram, Google+, Twitter or YouTube, that uses any variation of the Marks or references the System only in accordance with our System standards and with our prior approval. We will have sole control over the establishment and maintenance of any social networking sites for your

Franchised Business. You are not permitted to use any Mark in any domain name that is not provided or pre-approved by us.

Our Control Over Your Advertising

In order to promote a standard and professional marketing approach to the public, you may only use advertising and marketing materials that we have provided to you or that we have approved in advance. All advertising materials that we provide to you to promote your Franchised Business and the System generally are our property and we claim copyright protection over them. (Franchise Agreement – Section 10.4).

We have the right to approve any advertising and marketing materials that you propose to use that we have not provided or supplied to you. We will have 10 days to approve or disapprove the use of our materials in the media you propose. If we have not approved the use of the materials within 10 days, they are deemed not approved. (Franchise Agreement – Section 10.4).

Computer and Cash Register Requirements

You must acquire and use all computer systems that we prescribe for use by our franchisees and may not use any computer system or components or software applications that do not conform to the Standards or that we have not approved in writing. Requirements may include, among other things, hook up to remote service, off-site electronic depositories, and Internet connections. We may require you to update or upgrade computer hardware components and/or software applications as we deem necessary, but not more than three (3) times per calendar year. You must enter into all software license agreements and software maintenance agreements, in the form and manner we prescribe, and pay all fees charged by third-party software and software service providers. At our request, you must sign or consent to a “terms of use” agreement with respect to all software applications that we designate. There are no limitations on our right to independently access from a remote location, at any time, all information in put to and compiled by your computer system or an off-site server, including information concerning sales, purchase orders, inventory, and expenditures.

We do not currently require you to use proprietary software unrelated to the POS System. We require you to purchase or lease a POS System from the designated software provider. You may purchase the hardware from any vendor you choose. We estimate the price for the computer hardware and software to be between \$2,000 and \$3,000.

You are required to have a high speed internet connection.

Except for the POS system described in this Item, you may purchase all software and hardware from the vendor of your choice, but we reserve the right to require you to deal only with vendors approved by us, which may be limited to us and/or our affiliates.

There are no contractual limitations on the frequency and cost of upgrades and/or updates to the systems or programs other than those described in Item 8 above. We estimate that the cost of any optional or required maintenance, updating, upgrading or support contracts for the computer system will not exceed \$1,000 per year. We or any of our affiliates are not required to provide ongoing maintenance, repairs, upgrades, or updates to your computer system.

You must establish and maintain at your own expense a sales accounting, record keeping and records retention system conforming to the requirements set by us. We require that each transaction relating to your Restaurant be processed on a computer system specified by, and fully accessible to us.

Site Selection and Opening

You must locate a site for the Restaurant within 90 days from the date of the Franchise Agreement. We will review your proposed site and either approve or disapprove it within 15 days of the time you submit to us all information concerning the proposed site that we require. You must submit to us a form of the lease to be executed in order to obtain our written approval of the proposed site. The criteria that we use to evaluate the selected site include available parking, visibility, demographics, and local competition. A typical length of time between the signing of a Franchise Agreement and the opening of the franchise business is 3 to 6 months. Factors affecting this range include site availability, lease or purchase negotiations and construction time. We can terminate the Franchise Agreement if you fail to open the Restaurant for business within 12 months from the date you sign the Franchise Agreement. (Franchise Agreement – Section 5.5).

We will not directly assist you in selecting your site. We must approve your proposed site. Our approval of your selected site is not a representation or warranty that you will be successful in the location that we have approved. You must provide us with such information as we may request concerning your proposed site. (Franchise Agreement – Section 5.2).

Your lease must provide, in a form satisfactory to us, that the lessor will: (i) provide to us written notice of any of your defaults relating to the lease; (ii) grant us a thirty (30) day right to cure your default after we receive notice; (iii) permit us to exercise an option to assume your obligations under the lease or to place another franchisee or other party as we may designate in the premises and assume your obligations as lessee under the lease (Franchise Agreement – Section 5.3; Schedule I to Franchise Agreement).

You may not open your Restaurant for business until you have fully complied with your obligations under the Confidential Operations Manual and we have certified that you are ready to open (Franchise Agreement – Section 5.5).

Upgrades and Renovations to the Restaurant

You must maintain your Restaurant in a clean, up to date manner in order to promote the goodwill associated with the Marks and other Bombay Pizza Kitchen Franchised Restaurants. We have the right to require you to upgrade the appearance and equipment in your Restaurant on a periodic basis as outlined in the Confidential Operations Manual. In addition to renovations, you are required to always maintain and operate your Restaurant in compliance with our standards as set forth in the Franchise Agreement and the Manual.

You will not be required to renovate your Restaurant more than once every 5 years. You must, however, renovate as may be required as a condition of our approval to renew or transfer the Franchise. (Franchise Agreement – Section 5.6 (ii)).

All renovations to your Restaurant will be at your expense. You must submit to us in advance of beginning any renovations to your Restaurant, detailed plans and specifications for our approval. You must use a licensed and insured contractor to make the renovations and you must obtain and furnish to us, all lien waivers related to the construction.

ITEM 12.

TERRITORY

You will operate one Bombay Pizza Kitchen Restaurant at a location that we have approved. The size of your Territory will depend on a number of factors including local demographics and competition in the market area and population density. We will agree on a Territory after your approved location is determined, and it will be shown on Schedule “A” to your Franchise Agreement. You will not receive an exclusive Territory. You may face competition from other franchisees, from outlets we own, or from other channels of distribution or competitive brands that we control. The size of the protected Territory will be approximately 6 miles around your Restaurant. In certain areas, such as more densely populated areas, the size of the Territory may be smaller.

You may serve customers who reside inside or outside your Territory even if such customers reside in a Territory of a company-owned or affiliate-owned Restaurant or the Territory of another Franchisee of ours, all without payment of any compensation to the other Franchisee or to us.

We do not restrict you from soliciting or accepting orders from outside your territory, but you do not have the right to use other channels of distribution to make sales outside your territory. You may not, however, conduct direct marketing activities outside of your Protected Territory.

We and other Franchisees may serve customers who reside in your Territory, all without payment of any compensation to you, but we may not establish competing Restaurants within your Territory. You may not solicit business, nor provide Restaurant products and services outside your territory except that you may: (i) fill take-out or dine in orders from customers located outside of your Territory and in the territories of other Franchisees; and (ii) list your Restaurant in a telephone directory outside your Territory, provided such telephone directory is also a general telephone directory for any area within your Territory.

You may not relocate the Restaurant within your territory without our prior written consent, which we may withhold in our sole discretion. If you wish to relocate your Restaurant you must make your request in writing, specifying the reasons for the request to relocate and provide a suggested new site. You must have a written site acceptance from us before you commit to a different location and/or relocate. Any relocation that we approve will be at your own expense.

You must use your best efforts to develop, promote and increase sales and consumer recognition of the products and services in the Territory. You must concentrate your marketing efforts in the Territory and may neither advertise nor conduct marketing activities outside the Territory without our consent.

Except as expressly limited by the Franchise Agreement, we and our affiliates retain all rights with respect to Bombay Pizza Kitchen Restaurants, the Marks, and any products and services anywhere in the world including the right: (a) to produce, offer and sell and to grant others the right to produce, offer, and sell the products offered at the Restaurants and any other goods through similar or dissimilar channels of distribution, both within and outside the Territory, under trade and service marks other than the Marks and under any other terms and conditions we deem appropriate; (b) to operate and grant others the right to operate Restaurants located outside the Territory under any terms and conditions we deem appropriate and regardless of the proximity to your Restaurants; (c) to operate and to grant to others the right to operate Restaurants at Non-Traditional Sites within and outside the Territory under any terms and conditions we deem appropriate; and (d) the right to acquire and operate a business operating one or more Restaurants or food service businesses located or operating in your Territory.

You do not have any options, rights of first refusal or similar rights to acquire additional franchises. Continuation of your territorial protection does not depend on your achievement of a certain sales volume, marketing penetration or other contingency.

ITEM 13.

TRADEMARKS

We grant you a license to operate your franchise business under the mark “BOMBAY PIZZA KITCHEN” and to use other marks and logos that we designate under the System (the “Marks”). We will grant to you a license to use the Marks we designate, and you will use them in compliance with the requirements of the System. We will grant a license to you to use the following Mark which has been registered on the Principal Register of the United States Patent and Trademark Office (“USPTO”)

MARK	REGISTRATION NO.	REGISTRATION DATE
BOMBAY PIZZA KITCHEN - Standard Character Mark	6176203	10/13/2020

There are currently no effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, that materially limits your rights to use the Marks. There is currently no pending interference, opposition or cancellation proceeding, nor any pending material litigation, involving the Marks that is relevant to their use anywhere in the United States.

We derive our right to license the above Marks to Bombay Pizza Kitchen franchisees by virtue of a Trademark/Service mark License Agreement dated October 1st, 2023 between BPK Foods, LLC as licensor and us as licensee (the “License Agreement”). The License Agreement is for a term of twenty-five (25) years and may be renewed by us for two (2) consecutive twenty-five (25) year renewal terms. The License Agreement may be terminated by the Licensor in the event of material breach that is uncured after notice and a ninety (90)-day cure period, or in the event of an unapproved use of the Marks by Licensee, upon notice and thirty (30)-day cure period, upon Licensee’s cessation of active operation of franchising, or upon the Licensee becoming insolvent, filing bankruptcy, or making an assignment for the benefit of creditors. In the event of the termination of the License agreement, franchisees operating under the Marks will have a period of ninety (90) days to re-brand the franchised business.

With the exception of the foregoing, there are currently no pending agreements in effect that affect or limit our use or our ability to license others to use the marks in any manner or material to your franchise business.

You must use the Marks in full compliance with the provisions of the Franchise Agreement and according to the rules we periodically prescribe. You may not use any Mark as a part of your corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed by us to you). You may not use any name or mark associated with the sale of any unauthorized product or services in any other manner not explicitly authorized in writing by us. You may not establish or maintain a website or other presence on the World Wide Web portion of the Internet that reflects any of the Marks or our copyrighted works, or that include the Mark, or the term “BOMBAY PIZZA KITCHEN” as part of any URL or domain name, or that otherwise states or suggests your affiliation with us or our franchise system.

If there is any infringement of, or challenge to, your use of any name, mark or symbol, you must immediately notify us, and you may take any such action that we deem appropriate, in our sole discretion.

The Franchise Agreement does not require us to take affirmative action if notified of the claim. We or our affiliates have the right to control all administrative proceedings or litigation involving your use of the Marks. The Franchise Agreement also does not require us to participate in your defense or to indemnify you for expenses or damages if you are a party to any administrative or judicial proceeding based on your use of the Marks, or if the proceeding is resolved unfavorably to you. If it becomes advisable at any time, in our sole discretion, to modify the use or discontinue the use of any name or mark and/or use one or more additional or substitute names or marks, you must pay for the tangible cost (such as replacing signs and materials) associated with such change.

Under the Franchise Agreement you agree not to contest, directly or indirectly, our ownership, title, right or interest in the name or Marks, trade secrets, methods, procedures, and advertising techniques which are part of the System, or contest our sole right to register, use or license others to use such names, marks, trade secrets, methods, procedures, or techniques.

We have the right at any time, on notice to you, to make additions to, deletions from, and changes in the Marks at our absolute discretion. You must adopt and use any and all such additions, deletions, and changes as we may direct at your sole cost and expense.

In connection with your use of the Marks, you must: (i) identify yourself as an independent franchisee of ours in all public records that allow such identification; (ii) place on your business forms and checks the legend “An Independent Franchisee of BPK Franchise, LLC” or similar language we specify; and (iii) post in a public location at your Restaurant a sign stating that:

This BOMBAY PIZZA KITCHEN Restaurant is independently owned and operated by [your full name] under a franchise agreement with BPK Franchisor, LLC [our then current address], [our then current telephone number].

To the best of our knowledge, there are presently no rights superior to ours in the Marks and there are no infringing uses that could materially affect your use of the Marks in any state.

ITEM 14.

PATENTS, COPYRIGHTS AND PROPRIETRY INFORMATION

There are no patents or registered copyrights material to the franchise, but we claim copyright protection in many elements of the System including the Confidential Operating Manual and the design elements of the Marks and the content and design of our website (the “Copyrighted Works”).

You and your principals and employees also must maintain the confidentiality of all trade secrets, the Standards, and other elements of the System; all customer information; all information contained in the manuals; our proprietary recipes and techniques for product preparation; and any other information that we designate as “Confidential Information.” Any of your principals who do not sign the Guaranty Agreement attached to the Franchise Agreement as Schedule “D” and all employees with access to Confidential Information must sign a Confidentiality and Non-Compete Agreement substantially in the form that we designate.

You must promptly notify us of any apparent infringement of, or challenge to, your use of any of the Copyrighted Works or Confidential Information. The Franchise Agreement does not require us to take affirmative action when notified of a claim, or to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving any of the Copyrighted Works or Confidential Information, or if the proceeding was resolved unfavorably to you, but will take whatever action we determine to be appropriate under the circumstances. If we or an affiliate undertake the defense or prosecution of any litigation pertaining to any of the Copyrighted Works or Confidential Information, you must sign all documents and perform such acts as may in the opinion of our counsel, be necessary to carry out the defense or prosecution.

We will have the right at any time, on notice, to make additions to, deletions from, and changes in any item in which we claim common law copyright or registered copyright protection. You must adopt and use all additions, deletions, and changes as we direct at your expense.

ITEM 15.

OBLIGATION TO PARTICIPATE IN THE ACUTAL OPERATION OF THE FRANCHISE BUSINESS

You are not required to participate personally in the direct operation of the Restaurant although we recommend that you do so. You may designate an individual to serve as the Manager. If you are an individual, we recommend that you be the Manager. The Manager is not required to own an interest in the franchisee. That designated person or the Manager that we approve, must devote full-time (40 hours per week) best efforts to the management of the Restaurant.

You will inform us in writing as to the identity of the Restaurant Managers including all successor managers you seek to employ. Each of your managers must successfully complete our initial training. All of your employees and independent contractors that have access to the Confidential Operations Manual and our proprietary information must sign the Confidentiality Agreement attached as Schedule “E” to the Franchise Agreement.

If you are a corporation or other legal entity, all shareholders, or holders of equity in the entity must personally guarantee your obligations under the Franchise Agreement on the Guaranty Agreement attached as Schedule “D” to the Franchise Agreement.

ITEM 16.

RESTRICTION ON WHAT THE FRANCHISEE MAY SELL

You must sell or offer all menu items, food products and other products and services we require, in the manner and style we require. You must sell and offer for sale only the menu items and other products and services that we have expressly approved in writing. You may not deviate from our standards and specifications without first obtaining our written consent. You must discontinue selling and offering for sale any menu items, products, or services that we may disapprove in writing at any time. We may add, eliminate, or modify authorized goods and services, in our sole discretion. There are no contractual limitations on our right to make these changes.

You must maintain in sufficient supply and use and sell only the food and beverage items, ingredients, products, materials, supplies, and paper goods that conform to our standards and specifications. You must prepare all menu items with our recipes and procedures for preparation contained in the Manual or other written instructions including the measurements of ingredients. You must participate in all gift certificate or gift card programs that we require. You must not deviate from our standards and specifications by the use or offer of nonconforming items or differing amounts of any items, without first obtaining our written consent.

We reserve the right to determine the maximum and minimum prices for the goods, products and services offered from your Restaurant to the extent permitted by law. You must comply with the prices to be required by us, but we make no guarantees or warranties that offering the products or merchandise at the required price will enhance your sales or profits.

We do not impose any other restrictions in the Franchise Agreement or otherwise, as to the goods or services that you may offer or sell. We do not impose any restrictions or conditions that limit your access to customers.

ITEM 17.

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreement in Exhibit C in this disclosure document.

PROVISION	SECTION OF FRANCHISE AGREEMENT	SUMMARY
(a) Term of the franchise	2.1	10 years from the date of the Franchise Agreement unless terminated earlier.
(b) Renewal or extension of the term	2.2	If we are still franchising and you are in good standing, you may renew your franchise for one (1) additional ten (10) year term. Upon the grant of a renewal franchise, you will sign our then current franchise agreement, which may be materially different.
(c) Requirements for you to renew or extend	2.2 (i) – (viii)	Give us timely notice, sign new agreement, release, and other documents we use to grant franchises, and pay fee.
(d) Termination by you	16.1	You may terminate the Franchise Agreement after giving us 60 days' notice of our default if we have not cured the default.
(e) Termination by us without cause	Not applicable	We may not terminate you without cause.

PROVISION	SECTION OF FRANCHISE AGREEMENT	SUMMARY
(f) Termination by us with cause	16.2; 16.3	Each of your obligations under the Franchise Agreement are material, the breach of which may result in termination.
(g) “Cause” defined – defaults	16.2; 16.3	We may terminate you for cause if you fail to cure certain defaults, including: if you or any of your affiliates fail to pay any monies owed to us, or our affiliates or vendors, and do not cure within 5 days after notice (or longer period required), fail to obtain signed confidentiality and non-competition covenants within 5 days of our request, fail to procure required insurance, if you are in default of your lease or sublease; lose possession of your Restaurant; if you fail to open your Restaurant within 12 months of the execution of the Franchise Agreement; if you breach or fail to perform any covenant, warranty, agreement or obligation of the Franchise Agreement that is not a non-curable default; non-submission of reports, failure to obtain the Company’s approval of any matter required by the Franchise Agreement; and the failure to operate the Business in accordance with the Operations Manual.
(h) “Cause” defined – defaults which cannot be cured	16.2	Non-curable defaults include misrepresentation of material facts to us concerning your application; knowingly maintaining false books and records; failure to submit reports; failure to pay fees; 2 or more failing scores on health, quality, or safety inspections by us or governmental authorities within 12 months; if you sell unauthorized products or services; if you abandon the Restaurant; conviction of a felony; abandonment; trademark misuse; violation of covenants; unapproved transfers, failure to complete initial training to our satisfaction, and repeated defaults (even if cured); committing fraud concerning the business; bankruptcy or insolvency. In addition, a default under one agreement with us may result in a termination of all your other agreements with us.
(i) Your obligations on termination/non-renewal	Article 17; Article 18	Obligations include paying outstanding amounts; complete de-identification, returning confidential information, canceling any assumed name registrations, cease to use any of our advertising materials, comply with all post-termination covenants, (see also (r) below). If you or we terminate the Franchise Agreement before the expiration of the Franchise Agreement, you must pay us Liquidated Damages.

PROVISION	SECTION OF FRANCHISE AGREEMENT	SUMMARY
(j) Assignment of contract by us	15.1	No restriction on our right to assign. We may assign without your approval. No assignment will be granted except to an assignee who, in our good-faith judgment is able to assume our obligations.
(k) “Transfer” by you-definition	15.2	Includes sale, assignment, conveyance, pledge, mortgage, or other encumbrance of any interest in the Franchise Agreement or the Restaurant’s assets.
(l) Our approval of transfer	15.4	No transfer without our prior written consent which we may not unreasonably withhold.
(m) Conditions for our approval of transfer	15.4	New franchisee qualifies, you pay us and third party vendors all amounts due and submit all reports, new franchise owner (and its owners and affiliates) are not in a competitive business, training completed, transferee signs our then current franchise agreement and other documents, transfer fee paid, transferee pays us training fee, you sign release, owners of transferee sign guaranty, you agree to a non-compete restriction.
(n) Our right of first refusal to acquire your business	15.5	We have the right of first refusal to purchase the business within 30 days of franchisee providing notice and a copy of the offer.
(o) Our option to purchase your business	17.8	We have the right to acquire your franchise or its assets within 30 days of the termination or expiration of the Franchise Agreement.
(p) Your death or disability	15.3	Upon your death or disability, your representative must transfer your interest to an approved party within six (6) months. Such a transfer is subject to the same terms and conditions as any other transfer.
(q) Non-competition covenants during the term of the franchise	18.5 (i)	No involvement in a competing business anywhere in the U.S. The term “ Competitive Business ” means any restaurant business that sells Indian style pizza, and other food items that are similar to the items sold at a Bombay Pizza Kitchen Restaurant, or any business which grants franchises or licenses to others to operate such a business, other than a Franchised Business operated under a Franchise Agreement with us. You must not divert any business from your Restaurant or from us.

PROVISION	SECTION OF FRANCHISE AGREEMENT	SUMMARY
(r) Non-competition covenants after the franchise is terminated or expires	18.5 (ii)	No direct or indirect ownership interest in, or performing services for, Competitive Business for 2 years within the Territory or within any Territory where a Bombay Pizza Kitchen Business is located when you sign the Franchise Agreement, or within 20 miles of your location at the time of termination or expiration (same restrictions apply after transfer).
(s) Modification of the Agreement	23.3	All modifications must be in writing and signed by all parties, but we may change Operations Manual and System Standards.
(t) Integration/merger clause	Article 27	Only terms of the franchise agreement are binding (subject to state law). Nothing in the agreement or in any related agreement is intended to disclaim the representations franchisor made in the franchise disclosure document. Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
(u) Dispute resolution by arbitration or mediation	Article 19	Except for actions brought by us for monies owed, injunctive or extraordinary relief, or actions involving real estate, all disputes must be mediated and arbitrated in Minnesota in the judicial district where our headquarters is located and will be subject to the Commercial Arbitration Rules of the Judicial Arbitration and Mediation Service (“JAMS”).
(v) Choice of forum	19.7	Arbitration must be in our home county and state (subject to state law).
(w) Choice of law	Article 25	Except for federal law, Minnesota Law governs (subject to state law).

ITEM 18.

PUBLIC FIGURES

We do not use any public figure to promote our franchise.

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 franchises 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 do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Krishna Bommedi, CEO, 5015 Merrimac Ct. N., Plymouth, Minnesota 55446, (314) 324-8827, the Federal Trade Commission and any appropriate state regulatory agencies.

ITEM 20.

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1

SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2020 TO 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Company-Owned	2020	0	0	0
	2021	1	1	0
	2022	1	1	0
	2023	1	1	0
Total Outlets	2020	0	0	0
	2021	0	1	+1
	2022	1	1	0
	<u>2023</u>	<u>1</u>	<u>1</u>	<u>0</u>

Note: The Company Owned Unit shown in Item 20 is owned by our Affiliate, BPK Foods, LLC and are substantially similar to the franchise offered in this Disclosure Document. Our affiliate purchased the restaurant on November 1, 2022.

TABLE NO. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2020 TO 2023

State	Year	Number of Transfers
All States	2020	0
	2021	0
	2022	0
	2023	0
TOTAL	2020	0
	2021	0
	2022	0
	2023	0

TABLE NO. 3

STATUS OF FRANCHISED OUTLETS FOR YEARS 2020 TO 2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at End of Year
All States	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
TOTAL	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0

TABLE NO. 4

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2020 TO 2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
MN	2020	0	0	0	0	0	0
	2021	0	1	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
TOTAL	2020	0	0	0	0	0	0
	2021	0	1	0	0	0	0
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1

TABLE NO. 5

**PROJECTED OPENINGS
AS OF DECEMBER 31, 2022**

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Current Fiscal Year (2024)	Projected New Company-Owned Outlets in the Current Fiscal Year (2024)
All States <u>Minnesota</u>	0	<u>01</u>	0
TOTALS	0	<u>01</u>	0

Exhibit E lists the names of all of our franchisees and the addresses and telephone numbers of their Restaurants as of December 31, 2023. Exhibit E-1 lists the franchisee that has left the System after December 31, 2023, but prior to the effective date of this Disclosure Document. There have been no franchisees who have not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last 3 fiscal years, we have not signed any confidentiality clauses with current or former franchisees which would restrict them from speaking openly with you about their experience with us.

ITEM 21.

FINANCIAL STATEMENTS

Attached as Exhibit “D” is our audited financial statement as of November 23, 2023. We have been in business for less than 3 years and therefore are unable to provide financial statements as otherwise required. The Franchisor’s fiscal year end is December 31.

ITEM 22.

CONTRACTS

The following agreements for the Franchise Offering described in this Disclosure document are as follows:

- Exhibit “C”- Franchise Agreement
 - Schedule A - Initial Franchise Fee, Territory, Ownership and Related Matters
 - Schedule B - State Law Addendum
 - Schedule C - Authorization for Electronic Funds Transfer
 - Schedule D - Personal Guaranty
 - Schedule E - Confidentiality, Non-Use, and Non-Competition Agreement
 - Schedule F - Confidentiality and Non-Solicitation Agreement for Employees
 - Schedule G - Assignment of Telephone and Internet Listings and Advertisements
 - Schedule H - Form of Release
 - Schedule I - Lease Addendum

ITEM 23.

RECEIPTS

The last two (2) pages of this Disclosure Document (Exhibit “G”) are detachable documents acknowledging your receipt of this Disclosure Document. You must sign each receipt and return one to us.

STATE REGULATIONS AND REQUIREMENTS ADDENDUM

The following are additional disclosures for our Multistate Franchise Disclosure Document. Various state franchise laws require us to make these additional disclosures. These additional disclosures will not apply to you unless you meet the jurisdictional requirements of the applicable state franchise registration and disclosure law independently without reference to these additional disclosures. These disclosures supplement our Disclosure Document and supersede any conflicting information contained in the main body of the Disclosure Document:

FOR THE STATE OF CALIFORNIA

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.
2. 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.

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).

Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in the association or exchange.

3. Item 17 of the Disclosure Document is amended to add the following:

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

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.*)

The Franchise Agreement contains a covenant not to compete that extends beyond the term of the agreement. This provision might not be enforceable under California law.

The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law.

The Franchise Agreement requires application of the laws of a state other than the State of California. This provision might not be enforceable under California law.

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

The Franchise Agreement requires binding arbitration. The arbitration will occur at the forum indicated in Item 17 with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (including Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.

The following URL address is for the franchisor's website:

www.BPKFranchisors.com

FRANCHISOR'S WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

FOR THE STATE OF CONNECTICUT

1. Item 3 is amended to read as follows:

Neither the Franchisor nor any person identified in Items 1 or 2 above has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations.

Neither the Franchisor nor any other person identified in Items 1 or 2 above has during the ten (10) year period immediately preceding the date of this Disclosure Document, been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable in any civil action by final judgment, or been the subject of any material complaint or other legal proceeding where a felony, civil action, complaint or other legal proceeding involved violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations or which was brought by a present or former purchaser-investor or which involves or involved the business opportunity relationship.

Neither the Franchisor nor any person identified in Items 1 or 2 above is subject to any currently effective injunctive or restrictive order or decree relating to the franchise, or under any federal, state or Canadian franchise, securities, business opportunity, antitrust, trade regulation or trade practice law as a result of concluded or pending action or proceeding brought by a public agency, or is a party to a proceeding currently pending in which an order is sought, relating to or affecting business opportunity activities or the seller-purchaser-investor relationship, or involving fraud, including but not limited to, a violation of any business opportunity law, franchise law, securities law or unfair

or deceptive practices law, embezzlement, fraudulent conversion, misappropriation of property or restraint of trade.

Neither Franchisor nor any person identified in Item 2 above 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) suspending or expelling these persons from membership in the association or exchange.

FOR THE STATE OF HAWAII

1. The Franchise Agreement has been amended as follows:

The Hawaii Franchise Investment Law provides rights to the franchisee concerning non-renewal, termination, and transfer of the Franchise Agreement. If the Franchise Agreement, and more specifically, Sections 4.2, 16.2 and 18, contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.

The Franchise Agreement require franchisee to sign a general release as a condition of renewal or transfer of the franchise; this release shall exclude claims arising under the Hawaii Franchise Investment Law.

The Franchise Agreement provides for the termination the Franchise Agreement upon the bankruptcy of the franchisee; that may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

2. The Receipt Pages are amended to add the following:

THIS FRANCHISE WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT AND THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

FOR THE STATE OF ILLINOIS

1. This Agreement shall be governed by Illinois law.
2. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

3. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
4. Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
5. Item 5 of the Disclosure Document is amended to add the following: The payment of the Initial Franchise Fee is deferred until franchisor has satisfied its pre-opening obligations to Franchisee and Franchisee has commenced doing business. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

FOR THE STATE OF INDIANA

1. Item 8 of the Disclosure Document is amended to add the following:

Under Indiana Code Section 23-2-2.7-1(4), the franchisor will not obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted by the franchisee.

2. Items 6 and 9 of the Disclosure Document are amended to add the following:

The franchisee will not be required to indemnify franchisor for any liability imposed upon franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.

3. Item 17 of the Disclosure Document is amended to add the following:

Indiana Code 23-2-2.7-1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

Indiana Code 23-2-2.7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

Item 17(r) is amended subject to Indiana Code 23-2-2.7-1(9) to provide that the post-term non-competition covenant shall have a geographical limitation of the territory granted to Franchisee.

Item 17(v) is amended to provide that Franchisees will be permitted to commence litigation in Indiana for any cause of action under Indiana Law.

Item 17(w) is amended to provide that in the event of a conflict of law, Indiana Law governs any cause of action that arises under the Indiana Disclosure Law or the Indiana Deceptive Franchise Practices Act.

FOR THE STATE OF MARYLAND

1. Item 5 of the Disclosure Document is amended to add the following:

The general release required as a condition of sale shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Item 17 of the Disclosure Document is amended to add the following:

Under the Maryland Franchise Registrations and Disclosure Law, no general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims under the Maryland Franchise Registration and Disclosure Law.

Any litigation between Franchisee and Franchisor may be instituted in any court of competent jurisdiction, including a court in the State of Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

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

In the event of a conflict of laws if required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

The Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

3. Exhibit G to the Disclosure Document is amended as follows:

Any portion of the Statement of Prospective Franchisee which requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts would constitute a violation of the Maryland Franchise Registration and Disclosure Law. Any of these representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

FOR THE STATE OF MINNESOTA

1. Item 6 of the Disclosure Document is amended to add the following: NSF checks are governed by Minnesota Statute 604-113, which puts a cap of \$30 on service charges.

2. Item 13 of the Disclosure Document is amended as follows:

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred by you in the defense of your right to use the marks, so long as you were using the marks in the manner authorized by us, and so long as we are timely notified of the claim

and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

3. Item 17 of the Disclosure Document is amended as follows:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Agreement.

Item 17 shall not provide for a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

Item 17 is amended that the franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rule 2860.4400J. A court will determine if bond is required.

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

4. Items 5 and 7 of the Franchise Disclosure Document are amended to provide that the payment of the Initial Franchise Fee is deferred until Franchisor has completed its pre-opening requirements to Franchisee and the Franchised business has opened.

FOR THE STATE OF NEW YORK

1. All references made herein to a "Disclosure Document" shall be replaced with the term "Offering Prospectus" as used under New York Law.
2. The State Law Page of this Disclosure Document is amended as follows:

IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, 120 BROADWAY, NEW YORK, NEW YORK 10271-0332. INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE CIRCULAR. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS CIRCULAR.

3. Item 3 is amended by the addition of the following language:

ITEM 3 LITIGATION:

Neither the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. Has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations, pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchises and the size, nature or financial condition of the franchise system or its business operations.

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, anti-fraud or securities law, fraud; embezzlement, fraudulent conversion or misappropriation of property, unfair or deceptive practices; or comparable allegations.

C. Is subject to a currently effective injunction or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

4. Item 4 – BANKRUPTCY is amended to add the following:

Neither the Franchisor, its affiliate, its predecessor, officers, or general partner during the 10 year period immediately before the date of the offering circular: (a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

5. Item 5 of the Disclosure Document is amended to add the following:

The Franchise Fee will be used to defray franchisor's costs in obtaining and screening franchisees, providing training, training materials and assisting in opening the franchised center for business.

6. Items 6 and 11 of the Disclosure Document are amended to add the following:

The franchisee will not be required to indemnify franchisor for any liability imposed on franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.

7. Item 17 of the Disclosure Document is amended to add the following:

No general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims arising under the New York General Business Law, Article 3, Sections 687.4 and 687.5.

Item 17(d) is amended to provide that the Franchisee may terminate the Agreement on any grounds available by law.

Item 17(j) is amended to state the following: However, no assignment will be made except to an assignee who, in the good faith and judgment of Franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

Item 17(w) is amended to state: The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business law of the state of New York.

8. Franchisor represents that this Disclosure Document does not knowingly omit anything or contain any untrue statements of a material fact.

FOR THE STATE OF NORTH DAKOTA

1. Item 5 of the Disclosure Document is amended by the addition of the following language to the original language:

Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If franchisor elects to cancel this Franchise Agreement, franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.

2. Item 6 of the Disclosure Document is amended to add the following:

No consent to termination or liquidated damages shall be required from franchisees in the State of North Dakota.

3. Item 17 of the Disclosure Document is amended to add the following:

No general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims arising under North Dakota Law.

In the case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorneys' fees.

The Franchise Agreement is amended to state that the statute of limitations under North Dakota Law will apply.

Items 17(i) and 17(q) are amended to state that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

Item 17(v) is amended to state a provision requiring litigation to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law.

Item 17(w) is amended to state in the event of a conflict of laws, North Dakota Law will control.

FOR THE STATE OF RHODE ISLAND

Item 17 of the Disclosure Document is amended to add the following:

The Rhode Island Franchise Investment Act, R.I. Gen. Law Ch. 395 Sec. 19-28.1-14 provides that a provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

Any general release as a condition of renewal, termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act.

FOR THE COMMONWEALTH OF VIRGINIA

Please consider the following RISK FACTOR before you buy this franchise:

THIS IS A DEVELOPMENT STAGE COMPANY WHICH ENTAILS ADDITIONAL RISK OF FINANCIAL LOSS.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Bombay Pizza Kitchen Franchise, LLC for use in the Commonwealth of Virginia shall be amended as follows:

The following statements are added to Item 17.h:

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise agreement without reasonable cause. If any grounds for default or termination stated in the franchise agreement or development agreement, do not constitute “reasonable cause”, as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

The following statements are added to Item 17:

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

FOR THE STATE OF WASHINGTON

Item 5 of the Disclosure Document is amended to add the following:

The collection of the Initial Franchise Fee is deferred until the franchisor has fulfilled its pre-opening obligations to the franchisee and the franchisee is open for business.

Item 17 of the Disclosure Document is amended to add the following:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A general release or waiver of rights signed by you will not include rights under the Washington Franchise Investment Protection Act.

Provisions that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act including the right to a jury trial may not be enforceable.

Transfer fees are collectable if they reflect our reasonable estimated or actual costs in effecting a transfer.

The Franchise Agreement requires any litigation to be conducted in a state other than Washington; the requirement shall not limit any rights Franchisee may have under the Washington Franchise Investment Protection Act to bring suit in the State of Washington.

In Any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

FOR THE STATE OF WISCONSIN

Item 17 of the Disclosure Document is amended to add the following:

The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Section 135.01-135.07 may affect the termination provision of the Franchise Agreement.

EXHIBIT “A”

**LIST OF STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS**

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Commissioner of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 (415) 972-8559	Commissioner of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 (415) 972-8559
HAWAII	Commissioner of Securities of The State of Hawaii Business Registration Division Dept. of Commerce and Consumer Affairs Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii Business Registration Division Dept. of Commerce and Consumer Affairs Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722
ILLINOIS	Franchise Division Attorney General State of Illinois 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA	Securities Commissioner Indiana Securities Division Room E-111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, Michigan 48913 (517) 373-7117	Michigan Department of Commerce Corporations and Securities Bureau 670 Law Building Lansing, Michigan 48913
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 500 St. Paul, Minnesota 55101 (651) 296-4026	Minnesota Commissioner of Commerce 85 7 th Place East, Suite 500 St. Paul, Minnesota 55101
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, NY 10005 (212) 416-8222	New York Department of State One Commerce Plaza 99 Washington Avenue, 6 th Floor Albany, New York 12231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, Fifth Floor Bismarck, North Dakota 58505 (701) 328-4712	North Dakota Securities Commissioner 600 East Boulevard, Fifth Floor Bismarck, North Dakota 58505
RHODE ISLAND	Division of Securities John O. Pastore Complex, Bldg. 69-1 Cranston, Rhode Island 02920 (401) 426-9500	Director of the Rhode Island Department of Business Regulation 1511 Pontiac Avenue Cranston, Rhode Island 02920

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
SOUTH DAKOTA	Department of Labor and Regulation Division of Securities 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-4823	Director of South Dakota Division of Securities 124 S. Euclid, Suite 104 Pierre, SD 57501
VIRGINIA	State Administrator Division of Securities and Retail Franchising 1300 East Main Street Richmond, Virginia (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street 1st Floor Richmond, Virginia 23219
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98501-9033 (360) 902-8760	Director, Dept. of Financial Institutions Securities Division 150 Israel Road Tumwater, Washington 98501
WISCONSIN	Commissioner of Securities 111 West Wilson Street P.O. Box 1768 Madison, Wisconsin 53701 (608) 266-1365	Commissioner of Securities 111 West Wilson Street P.O. Box 1768 Madison, Wisconsin 53701

EXHIBIT “B”

BPK FRANCHISORS, LLC

FRANCHISE AGREEMENT

FOR A

BOMBAY PIZZA KITCHEN RESTAURANT

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BPK FRANCHISORS, LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 202__ (the "Effective Date"), by and between BPK Franchisors, LLC, a Minnesota limited liability company ("we," "us," "our," or "Franchisor"), and _____, whose place of organization, form, and principal business address are set forth on Schedule "A" attached to this Agreement ("Franchisee", "you" or "your").

RECITALS

WHEREAS, Franchisor has the right to license: (i) the trademark "BOMBAY PIZZA KITCHEN" and certain trademarks, trade names, service marks, logotypes, and other commercial symbols related thereto (collectively, the "Marks"); and (ii) a unique concept and system for the establishment and operation of take-out and eat-in restaurants featuring Indian style pizza and other Indian influenced dishes with our proprietary recipes (collectively, the "System"), which System includes, without limitation, the Marks and distinctive trade dress, designs, business formats, methods, procedures, recipes, standards, and specifications; and

WHEREAS, Franchisor and its franchisees use certain trade names, trademarks and service marks including, without limitation, the service mark "BOMBAY PIZZA KITCHEN" in connection with the System (the "Licensed Marks"). The rights to all such Licensed Marks as are now, or hereafter will be, designated as part of the System and will be owned exclusively by Franchisor or its affiliates and be used for the benefit of Franchisor, its affiliates, and Franchisor's franchisees to identify to the public the source of the products and services marketed thereunder; and

WHEREAS, you have applied to us for a franchise to use the System, and we desire to grant you a franchise to use the System, all subject to the terms and conditions of this Agreement and such application has been approved in reliance upon all of the representations made therein; and

WHEREAS, the Franchisee appreciates and acknowledges the importance of the Franchisor's standards of quality, appearance, and service as a necessity of owning and operating a franchise outlet in conformity with the Franchisor's standards and specifications, and

WHEREAS, the Franchisee represents and warrants that the 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 the Franchisee of the obligations under this Franchise Agreement; and

WHEREAS, the Franchisee represents and warrants that neither the Franchisee nor any person or firm cooperating, assisting or acting with the Franchisee in connection with the opening of this franchise, or upon whom or which he may be relying for any assistance in this matter, direct or indirect, financial or otherwise, is a party to any contract, agreement or arrangement which limits, prohibits or purports to limit or prohibit the Franchisee's entering into this Franchise Agreement or performing the Franchisee's obligations hereunder;

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

1. GRANT OF FRANCHISE

During the term of this Agreement, Franchisor hereby grants to Franchisee, upon the terms and conditions in this Agreement, the non-exclusive right and license, and Franchisee hereby accepts the right and obligation to operate a Bombay Pizza Kitchen Restaurant under the Marks and the System in accordance with this Agreement only at the approved location. You have represented to us that you have entered into this Agreement with the intention to comply fully with the obligations to operate a Restaurant hereunder and not for the purpose of reselling rights to develop the Restaurant hereunder. Franchisee understands and acknowledges that Franchisor has granted such rights in reliance on the business skill, financial capacity, personal character of and expectations of performance hereunder by Franchisee.

2. TERM AND RENEWAL

2.1 Unless previously terminated pursuant to this Franchise Agreement the term of this Franchise Agreement shall commence on the date hereof and shall expire on the day preceding of the tenth (10th) anniversary thereof (the “Initial Term”).

2.2 If the Franchisee wishes this Franchise Agreement to be renewed by Franchisor for an additional term of ten (10) years (the “Renewal Term”) the Franchisee shall provide Franchisor written notice of this request for renewal not less than nine (9) months nor more than twelve (12) months prior to the end of the term of this Franchise Agreement. Franchisor shall not unreasonably withhold its approval of such requests for renewal provided, however that in order to be considered for renewal the Franchisee agrees to comply with the following conditions:

(i) The Franchisee is not, when the request for renewal is made, or at the end of the initial term hereof in default of any provision of this Franchise Agreement any amendment hereof or successor hereto or any other agreement between the Franchisee and Franchisor or its Affiliates or the Franchisee’s landlord (“Landlord”), and the Franchisee has complied with the terms and conditions of all such agreements during the term of this Franchise Agreement;

(ii) All obligations owed by the Franchisee to Franchisor and to Landlord have been satisfied prior to renewal and timely met throughout the term of this Franchise Agreement;

(iii) The Franchisee executes the Franchisor’s then-current Franchise Agreement, in use with respect to new franchisees, which may contain terms and conditions materially different from those set forth herein, including, without limitation, the then-current rate for royalties, advertising and other payments as such Franchise Agreement may provide; provided, however, that the Franchisee shall not be required to pay any additional initial franchise fee as may be set forth in the then-current Franchise Agreement.

(iv) Franchisee shall pay a renewal fee of \$5,000, which sum is subject to an upward adjustment based upon increases on the Consumer Price Index.

(v) The Franchisee and its principal owners shall execute a general release under seal, in a form satisfactory to Franchisor, of any and all claims it may have against the 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 franchise 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 franchise, then this sub-paragraph shall not, in such event, be a condition to renewal of this franchise, unless a release of some, but not all, claims is permitted, in which instance the Franchisee shall give a release to the extent permitted.

(vi) The Franchisee agrees, at its sole cost and expense, to reimage, renovate, refurbish and modernize the Restaurant, within the time frame required by the Franchisor, including the building design, landscaping, equipment, signs, interior and exterior décor items, fixtures, furnishings, trade dress, color scheme, presentation of trademarks and service marks, supplies and other products and materials to meet the Franchisor's then current standards, specifications and design criteria for the Restaurant, as contained in the then-current Franchise Agreement, Manual, or otherwise in writing, including, without limitation, such structural changes, remodeling and redecoration and such modifications to existing improvements as may be necessary to do so.

(vii) The Franchisee completes any additional education or training programs that the Franchisor may then require for franchisees upon renewal.

(viii) Franchisee provides Franchisor with evidence that Franchisee has the right to remain in possession of the premises where the Restaurant is located or to secure an acceptable alternative site for the renewal term.

3. LOCATION OF FRANCHISED RESTAURANT AND TERRITORY

3.1 Franchised Site. The rights granted to Franchisee hereunder shall be non-exclusive and shall be restricted to the operation of a single Restaurant at a location set forth in Schedule "A" (the "Franchised Site"). During the term of this Agreement, the Franchised Site shall be used exclusively to operate a Restaurant. In connection with the execution of any lease or sublease for the Franchised Site, Franchisee must execute and cause the Landlord to execute the Lease Addendum attached to this Agreement as Schedule "I". The rights granted to Franchisee are for the specific Franchised Site and cannot be transferred to any other location without Franchisor's prior written consent.

3.2 Territorial Protection. Franchisor will not establish for itself or grant a franchise to any other party to establish a Restaurant within the territory specified on Schedule "A" attached hereto (the "Territory"). Notwithstanding anything herein to the contrary, if any disagreement arises regarding the area comprising the Territory, then the Franchisor's decision as to the definition of the Territory shall be final and binding. Except as expressly provided in the first sentence of this Section 3.2, Franchisee acknowledges that the franchise granted under this Agreement is non-exclusive and Franchisee has no right to exclude, control or impose conditions on the location or development of

other or future franchises under the Marks, or on any sales or distribution of products under the marks or other business activities of Franchisor or any other party licensed to use the Marks.

3.3 Rights Reserved by Franchisor. Franchisor and its affiliates retain all rights with respect to Bombay Pizza Kitchen Restaurants and the Marks, to establish and operate, and to grant to others, all without compensation to you;

(i) the right to establish or grant others the right to establish restaurants providing similar products or services under the Marks or different trademarks outside the Territory;

(ii) the right to offer and sell any food products and permit others to offer and sell any products under the Marks or any other trademarks through other channels of distribution. This includes selling products through grocery stores, convenience stores, kiosks, malls, airports, sports venues, and other non-traditional retail locations within and outside of the Territory;

(iii) the right to develop, use, and franchise anywhere (including within the Territory, the rights to any trade names, trademarks, service marks, commercial symbols, emblems, signs, slogans, insignia, patents, or copyrights not designated by Franchisor as Marks, for use with similar or different franchise systems for the sale of similar or different products or services than those constituting a part of the Bombay Pizza Kitchen System, without granting Franchisee any rights therein;

(iv) the right to offer, sell and ship products, and permit others to offer, sell and ship products under the Marks or any other trademarks, to any location in or outside the Territory through other channels of distribution such as mail order, catalogs, telemarketing, or the Internet; and

(v) the right to engage in any other activity, action, or understanding that Franchisor is not expressly prohibited from taking under this Agreement.

4. FEES

4.1 Initial Franchise Fee. Prior to the execution of this Franchise Agreement, the Franchisee shall pay to Franchisor an Initial Franchise Fee of Forty Thousand (\$40,000.00) Dollars, or such different amount as may be shown in Schedule “A”, which is attached hereto, which fee shall be deemed fully earned upon execution of this Franchise Agreement by the Franchisor as consideration for the Franchisor’s services to that time, including, without limitation, screening of the Franchisee candidate, counseling and consultation.

4.2 Continuing Royalty Fee. The Franchisee shall pay to the Franchisor, a continuing weekly royalty fee (the “Royalty Fee”) during the term of this Franchise Agreement in the amount of six (6%) percent of Franchisee’s Gross Revenues. The Continuing Royalty Fee will be payable on Tuesday of each week based upon the prior week’s (Monday through Sunday) Gross Revenues.

4.3 Definition of Gross Revenue. “Gross Revenues” means the amount of all your revenues and income related to your Restaurant whether for cash or credit and regardless of collection

and including exchanges in kind or for barter. You may deduct from your Gross Revenues to the extent you have properly documented and included them, the value of refunds, chargebacks, credits, and allowances you give in good faith to customers. Gross Revenues do not include sales or like taxes, provided they are separately stated in the customer's charge, are actually collected from the customer, and are actually paid to the appropriate taxing authority. Gross Revenues include, without limitation, amounts you receive or are entitled to receive from the offer for sale, sale, or delivery of all products, merchandise that you offer for sale whether or not such sales were conducted in compliance with or in violation of the Franchise Agreement. Gross Revenues also include insurance proceeds you receive for loss of profit or business.

4.4 Brand Fund Contribution. Franchisor reserves the right to establish a fund for the purpose of conducting advertising, marketing and promotional programs and for using Social Media Platforms (defined as web platforms such as Facebook, Twitter, Instagram, LinkedIn, blogs and other networking and sharing sites) using Social Media Materials (defined as any material on any Social Media Platform that makes use of Franchisor's Trademarks, name, brand, products, services or the Franchised Business whether created by Franchisor, Franchisee, or any third-party) to enhance, promote and protect the goodwill and public image of the System ("Brand Fund"). Franchisee shall pay to the Brand Fund, a minimum monthly continuing contribution ("Brand Fund Contribution") in the amount of the greater of One (1%) percent of Gross Revenues.

4.5 Supplier Evaluation Service Fee. Franchisor's current supplier evaluation service fee payable in connection with requested approval by Franchisee of a then non-approved supplier will not exceed Five Hundred (\$500) Dollars. This service fee is nonrefundable and is due at the time request of approval is submitted to Franchisor. Franchisor reserves the right to modify this service fee at any time upon notice to Franchisee.

4.6 Other Charges and Service Fees. Franchisee understands and agrees that the System is developing and that there may be other charges and service fees that will be agreed upon between Franchisee and Franchisor and assessed to Franchisee either by Franchisor or vendors in connection with existing components of the System or the addition of modified or new components to the System. Franchisee agrees to pay all such other charges and service fees in a timely manner.

4.7 Annual Increase in Fixed Fees or Fixed Payments. Franchisor reserves the right to increase the amount of any fixed fee or fixed payment, e.g., the Renewal Fee, due Franchisor under this Agreement, or a related agreement ("Annual Increase"). An Annual Increase to each particular fixed fee or fixed payment may occur only once during any calendar year and may not exceed the corresponding cumulative increase in the Index since the date of this Agreement or, as the case may be, the date that the last Annual Increase became effective for the particular fixed fee or fixed payment being increased. Any and all Annual Increases will be made at the same time during the calendar year. "Index" refers to the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for all Items (1982 - 1984 100), not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of this Agreement, such other governmental index or computation with which it is replaced must be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

4.8 Method of Payment and Electronic Funds Transfer. Unless otherwise agreed between Franchisor and Franchisee, all fees and other amounts paid to Franchisor or any affiliate must be made in the form of an ACH, electronic or similar funds transfer in the appropriate amount(s) from Franchisee's designated bank account. Franchisor reserves the right to require Franchisee to pay any fees due under this agreement at any intervals Franchisor may designate and by such means as Franchisor may specify from time to time. Franchisee agrees to execute and deliver to its bank and to Franchisor those documents necessary to authorize such withdrawals and to make payment or deposit as directed by Franchisor. A form of authorization for electronic transfer of funds is attached hereto as Schedule "C". Franchisee further agrees that it will not thereafter terminate such authorization so long as the Franchise Agreement is in effect. Franchisee agrees that it will not close such bank account without prior notice to Franchisor and the establishment of a substitute bank account permitting such withdrawals. Franchisee also agrees that in the event that a direct electronic funds transfer, or other withdrawal program is not available at the bank at which it currently does its business, it will take all reasonable and necessary steps to establish an account at a bank which does have such a program.

4.9 Interest on Late Payments. If any fee or other amount due under this Agreement is not paid when it is due, Franchisee will pay interest on any balance due from the date due until such amount is paid in full at the highest then-applicable legal rate for open account business credit not to exceed one and one-half percent (1.5%) per month. This charge will accrue whether or not Franchisor or Franchisee exercise their respective rights to terminate this Agreement pursuant to Article 14 hereof.

4.10 Application of Payments. All payments by Franchisee pursuant to this Article 4 will be applied in such order as Franchisor may designate from time to time. Franchisee agrees that it may not designate an order for application of any fees different from that designated by Franchisor and expressly acknowledges and agrees that Franchisor may accept fees paid pursuant to different instructions without any obligation to follow such instructions, even if such payment is made by its terms conditional on such instructions being followed. This provision may be waived only by written agreement signed by Franchisor, which written agreement must be separate from the check or other document or medium constituting or transmitting payment.

4.11 Taxes on Payments and Currency. In the event that any taxing authority, wherever located, imposes any future tax, levy, or assessment on any payment Franchisee makes to Franchisor, (excluding income tax) Franchisee must, in addition to all payments due to Franchisor, pay such tax, levy, or assessment. All fees and other amounts due Franchisor, or any affiliate thereof, under this Agreement, or any other agreement related to Franchisee's ownership or operation of the Franchised Business, are stated in United States dollars, and must be paid in United States dollars.

5. DEVELOPMENT AND OPENING OF THE RESTAURANT

5.1 Location of the Restaurant. Following the Effective Date of this Agreement, you must identify, submit to us for approval, and obtain our approval of the location of the Franchised Site. We will not unreasonably withhold our consent to your proposed location. In the event that we cannot agree on a mutually acceptable location for the Restaurant within six (6) months of the Effective Date of this Agreement, we may terminate the Agreement. We will, however, consider granting reasonable extensions of time if we reasonably believe you are acting diligently to secure an acceptable site for

the Restaurant. Franchisee agrees to use the Franchised Site solely for the operation of the Restaurant in the manner and pursuant to the standards prescribed herein, in the Operations Manual or otherwise in writing, and to refrain from using or permitting the use of the Franchised Site for any other purpose or activity at any time.

5.2 Evaluation and Approval of the Franchised Site. We will evaluate your proposed location within 15 days of your submission to us of a complete site approval package. We may assist you in selecting a site for your Restaurant, but we will not be obligated to do so. Our approval of any site that you propose shall not be construed as a representation or warranty by us that your Restaurant will be successful at the approved site. You acknowledge that we will have no liability to you relating to the approved site. In approving a site that you have proposed, we will take into consideration such factors as demographics, traffic patterns, competition, and any other factors that we deem relevant.

5.3 Lease of the Premises. Franchisee must deliver copies of the proposed lease agreement and related documents to Franchisor prior to signing them. You agree not to sign any lease agreement or related documents (or any renewal of it) unless we have previously approved them. Our approval, which will not be unreasonably withheld, will be limited to ensuring that the lease is consistent with this Agreement. If we approve the lease, you agree to deliver a copy of the signed lease to us within five (5) days of its execution along with the Lease Addendum. You will give the landlord our form of the Lease Addendum when you begin discussions with the prospective landlord. You agree not to sign any lease or renewal of a lease unless you have also obtained the Lease Addendum signed by the landlord.

5.4 Relocation of the Restaurant. You will not relocate your Restaurant without our prior written consent. If we approve your request for relocation, you will bear all expenses associated with the relocation of the Restaurant.

5.5 Restaurant Development and Opening. You are responsible for developing your Restaurant. We will provide you with assistance and guidance on the design of the store, including décor and layout, ordering of equipment and your initial inventory of supplies. You are obligated to have prepared all required construction plans and specifications to suit the shape and dimensions of the Premises and to ensure that such plans and specifications comply with applicable ordinances, building codes and permit requirements and with lease requirements and restrictions. We may require that an architect designated by us oversee the finished plans before construction begins. You may not open for business until we have certified that you are in full compliance with System Standards. You must open your Restaurant within twelve (12) months of the execution of this Agreement, or we have the right to terminate this Agreement.

5.6 Leasehold Improvements.

(i) You will make the leasehold improvements and install the furniture, fixtures, equipment, appurtenances, and signage at the Restaurant which are required to comply with our current standards and specifications. We will consult with you regarding the construction, remodeling, equipping, and decorating of the Restaurant; provided, however, it will be your sole responsibility to design, construct, equip, decorate, and open the Restaurant in compliance with this Agreement and our Confidential Operations Manual. We may provide you with a sample layout for

the interior of a standard Bombay Pizza Kitchen Restaurant and with a set of standard preliminary plans and specifications. You will employ architects, designers, engineers, and others as may be necessary to complete, adapt, or modify the plans and specifications for the Restaurant. You will submit to us a complete set of final plans and specifications you propose using before you commence any construction of the Restaurant. We will review the proposed final plans promptly and will approve or provide comments regarding such plans to you. You may not commence construction of the Restaurant until we have approved the final plans in writing. All leasehold improvements related to your Restaurant will be at your sole cost and expense. We will provide all sample plans, if any, and will review, provide comments to, and approve, the proposed final plans, at no additional cost to you. All costs associated with the completion, adaptation, modification, or replacement of any sample plans; all preparation, adaptation, modification, or replacement of the final plans will be your sole responsibility.

(ii) Renovation of Your Restaurant. You acknowledge and agree that it is in your best interests, and in the best interests of our other franchisees and the System, that each System Restaurant, including your Restaurant, be clean, up-to-date, well-maintained, and well-appointed. Therefore, you acknowledge and agree that you will, at our request, redesign, refurbish, and remodel (collectively, “Renovate”) your Restaurant from time to time to conform to: (i) our then-current specifications; (ii) the requirements set forth in our Confidential Operations Manuals; and (iii) our judgment as to the condition, state of repair, and general appearance of your Restaurant compared to the condition, state of repair; and general appearance that we consider desirable. You and we acknowledge and agree that the Renovations are intended to be periodic refurbishing and remodeling of your Restaurant, and that nothing contained in this Section 5.6 of this Agreement will affect our right to require you to maintain your Restaurant in compliance with this Agreement and our Confidential Operations Manuals, or your obligation to do so. Notwithstanding the foregoing, we will not require you to Renovate your Restaurant more than once every five (5) years, except for Renovations you must make on your renewal of this Agreement.

(iii) Construction, Inspection, and Opening. We have the right to require you to use a licensed general contractor to perform all construction, at the Restaurant, and for all remodeling, and Renovation at the Restaurant. If we so require, you will immediately furnish to us, before you commence such construction, remodeling, or Renovation and from time to time thereafter on our request: (i) the names and addresses of any or all subcontractors or vendors involved in any construction, remodeling, or Renovations; (ii) copies of all permits, licenses, contractors’ liability insurance certificates, and other items required for the lawful construction, equipping, and operation of your Restaurant; and (iii) copies of all construction contracts, documents, and lien waivers, related to such construction, remodeling, or Renovation of your Restaurant.

(iv) Signage. All signage related to the Restaurant must conform to such standards and specifications as we may prescribe as to type, color, size, design, and location. You must obtain our prior written approval before you install or display any such signage.

6. OPERATING ASSISTANCE

6.1 Assistance Prior to Opening. Prior to Franchisee's Opening Date, Franchisor will provide Franchisee with the following assistance, on the same basis as it will from time to time make available to other Bombay Pizza Kitchen franchisees:

(i) Loan Franchisee or provide Franchisee with access to the electronic version of one copy of the Operations Manual. Franchisor may modify the Operations Manual by written or on-line supplements of which Franchisee will receive copies or receive links to print document.

(ii) Review the Franchisee's proposed location for the Restaurant and grant approval to the proposed location if it meets Franchisor's standards.

(iii) Provide to you sample plans for the construction of a typical Bombay Pizza Kitchen Restaurant.

(iv) Franchisor will provide the pre-opening support set forth in Section 5.5 herein.

(v) Provide you with our mandatory specifications for the equipment, initial inventory and supplies you will need to operate your Restaurant.

(vi) Franchisor will provide initial training (the "Initial Training Program") at the Franchisor's headquarters or other location in or near Plymouth, Minnesota, for Franchisee and its designated Manager.

(vii) Franchisor will establish a presence for the Franchised Business on the internet.

(viii) Franchisor will advise Franchisee on implementing a grand opening advertising program for the Franchised Business.

(ix) Franchisor will advise Franchisee concerning approved suppliers of equipment, signs, fixtures, opening inventory and supplies.

6.2 Ongoing Assistance. After Franchisee's Opening Date, Franchisor or its designee will make the following assistance available to Franchisee:

(i) Regular consultation and advice in response to Franchisee's inquiries. Franchisor may decide how best to communicate such consultation and advice to Franchisee, whether by telephone, in writing, electronically or in person. The method chosen by Franchisor may be different than the methods used by Franchisor for other franchisees.

(iii) Make goods and services available to Franchisee either directly or through approved suppliers.

(iv) Periodically revise the Operations Manual to incorporate new developments and changes in the System and provide Franchisee with a hard copy or electronic copy of all updates.

(v) We may also hold statewide, regional, or national conferences to discuss promotional techniques, performance standards, advertising programs and general topics. You are required to attend those conferences. We may charge a fee for these conferences; you must pay for all of your travel and lodging expenses.

(vi) Provide such general advisory assistance and field support as we deem helpful to you, in our discretion, in the ongoing operation, advertising and promotion of your Restaurant.

(vii) We will conduct periodic inspections of the Restaurant and periodic evaluation of the products and services rendered by the Franchisee.

(viii) Provide Franchisee with access to advertising and promotional items and materials that Franchisor may develop for promotion of the System. Franchisor is not however, required to develop any advertising or promotional items or materials. Franchisee will be required to purchase the advertising materials if Franchisor so directs and if Franchisee desires to use them, including all costs of shipping.

(ix) Use our reasonable efforts to maintain high standards of quality, appearance and professionalism and service of the Restaurant.

(x) We will, at your request, examine information or samples provided by you about products or services which are not approved by us but which you would like to offer from your Restaurant. We will decide based on the information supplied by you and by information we might obtain somewhere else, whether or not to approve the product or service you have presented to us. We will provide you with our approval or disapproval within 90 days of receiving your written request. You must pay all of our expenses in connection with any examination, testing or inspection.

(xi) Provide additional mandatory and optional training on an as-needed basis for replacement Managers and on new products and services that we introduce into the System.

(xii) Franchisor shall provide at its own expense during the first week of the operation of the Restaurant, one (1) representative who will be present at the Franchisee's Restaurant during normal business hours for five (5) days, to provide opening assistance and support in the operation of the Restaurant.

(xiii) With respect to the sale of all menu items, products, merchandise, or services, Franchisee must be solely responsible for determining the prices of products offered at the Restaurant; however, Franchisee is required to comply with any maximum or minimum resale pricing restrictions Franchisor may implement so long as such pricing does not violate applicable law. Franchisee agrees to participate in any system-wide or regional promotion that Franchisor may run, and which promotion may impose temporary price or portion requirements on Franchisee. Franchisee further agrees to participate in any customer loyalty card or gift card programs required by Franchisor.

7. DUTIES OF THE FRANCHISEE

7.1 Fictitious Name. You will file for and maintain a Fictitious Name registration for the Business as required by the state, county, city, or community where your Restaurant is located, and will operate your Restaurant, using the name “BOMBAY PIZZA KITCHEN” as your Restaurant’s principal name. You will, at your sole cost and expense, perform all filings and procure all required or necessary governmental approvals, permits, or registrations required to do business under such fictitious name, and you agree that you and your Franchised Business, including your Restaurant, will be identified as a franchisee of ours, but not as our agent. You may not use the Marks, or any words or symbol confusingly similar thereto, as part of your entity name.

7.2. Opening of Restaurant. You will open your Restaurant within twelve (12) months after the date of the execution of this Agreement. You will not open the Restaurant until we have certified that you are in full compliance with the requirements of the Confidential Operations Manuals, this Agreement, and any and all other agreements related to the Franchised Business.

7.3. Maintenance and Repair. You will, at all times during the Term, at your sole cost and expense, maintain the interior and exterior of your Restaurant, and all furniture, fixtures, equipment, décor, and signage in or at the Restaurant, in the highest degree of cleanliness, maintenance, condition, and repair.

7.4 Compliance with Laws. You will operate your Franchised Business in strict compliance with all applicable federal, state, and local statutes, regulations, rules, and ordinances. You will: (i) strictly comply with all applicable wage, hour, anti-discrimination, and anti-harassment Laws, and the Americans with Disabilities Act, as amended from time to time; and the successor legislation to any and all of them; (ii) duly file all tax returns you are required to file; (iii) duly pay all taxes you are obligated to pay; and (iv) obtain and maintain in good standing all necessary licenses, permits, and other required forms of governmental approval required of you in order to operate your Franchised Business including, without limitation, all licenses required for preparation and serving of food and beverages, and all health permits.

7.5 Your Participation in the Operation of Your Restaurant: Restaurant Manager. You will devote the amount of your time, attention, and best efforts to the performance of your duties under this Agreement as are necessary for the proper and effective operation of the Franchised Business. If you are an entity, you will designate one or more restaurant managers. If you are an individual, you may serve as the restaurant manager. We will have the right to approve each manager you propose to employ. One or more of your managers will: (i) be physically present at the Restaurant at all times the Restaurant is open for business; (ii) have day-to-day management responsibility for your Restaurant; (iii) exercise on-premises supervision of your Restaurant; and (iv) personally participate in the direct operation of the Restaurant. You will inform us in writing as to the identity of all managers, including all additions to and successors of them or any of them. Each manager you employ will successfully complete the training we require.

7.6 Requirements Related to Restaurant Operations. You expressly covenant, warrant, and agree that:

(i) You will cause all of the activities and operations of the Restaurant to be conducted, and you will conduct yourself, at all times, in compliance with the System, including

without limitation all rules, guidelines, standards, specifications, plans, programs, methods, techniques, and procedures we may, from time to time establish, as though all such rules, guidelines, standards, specifications, plans, programs, methods, techniques, and procedures were specifically set forth in this Agreement.

(ii) You will not conduct; permit the conduct of any business other than the business contemplated by this Agreement at or from the Restaurant or the Restaurant premises without our prior written consent, which consent we may withhold in our sole and absolute discretion.

(iii) You will offer for sale, sell, and deliver all products and services that we direct you to offer for sale.

(iv) You will not offer for sale, sell, or deliver food, beverages, merchandise, or miscellaneous items by means of catalog, mail order, or the internet. You acknowledge that Franchisor may be the sole supplier of certain items or may designate mandatory sources of supply.

(v) You will comply with our rules, guidelines, standards, specifications, plans, programs, methods, techniques, and procedures related to the nature, quality of food and beverages to be served at and from the Restaurant.

(vi) You will keep the Restaurant open for business and in normal operation during the days and hours we specify. We may modify such hours of operation from time to time on notice to you.

(vii) You will deal fairly and honestly with all customers, suppliers, vendors, render prompt, courteous, and willing service; properly respond to all complaints and take such other steps as may be required to enhance the goodwill associated with the System and the Marks.

(viii) You will pay promptly when due all debts you owe us or any of our affiliates, and all taxes and other obligations you owe in relation to your Restaurant; including, without limitation, all federal, state, and local taxes, and all accounts payable of any nature.

(ix) Franchisee will participate in any client satisfaction or "Mystery Shopper" programs as Franchisor may require.

(x) Franchisee must meet and maintain the highest health standards and ratings applicable to the operation of the Restaurant. Franchisee must participate in any food safety and brand standard audit program specified by Franchisor and the Restaurant must undergo the then current number of audits per year as required by Franchisor, which will be at Franchisee's expense. Franchisee must furnish to Franchisor, within five (5) days after receipt thereof, a copy of all inspection reports, warnings, citations, certificates, and/or ratings resulting from inspections conducted by federal, state, or municipal agency with jurisdiction over the Restaurant. Without limiting the foregoing, Franchisee and all required personnel must obtain and maintain all necessary and required licenses and certificates for food service and food handling as may be required by applicable local rules and regulations and/or the Manual.

7.7 Hiring and Supervision.

(i) Franchisee must hire and at all times maintain a sufficient number of qualified, competent personnel, in order to offer prompt, courteous and efficient service to the public, and otherwise operate the Restaurant in compliance with the System. All employees, engaged in the operation of the Restaurant during working hours must dress conforming to Franchisor's standards, must present a neat and clean appearance (wearing Franchisor's uniforms) in conformance with Franchisor's reasonable standards and must render competent service to the customers of Franchisee's business.

(ii) The Restaurant must be under the supervision of the Franchisee (or, if the Franchisee is a business entity, the Franchisee's designated and fully trained Manager) who will devote his or her full time and energy to the operation of the Restaurant.

(iii) Franchisee must keep Franchisor informed as to the identity of its designated Manager. All management or supervisory employees of Franchisee must execute the Confidentiality and Non-Competition Agreement attached hereto as Schedule "E".

(iv) Franchisee is solely responsible for the day-to-day operation of the Restaurant and its employees. Franchisee is solely responsible for recruiting and hiring the persons employed to operate the Franchised Business. Franchisee is responsible for their training, wages, taxes, benefits, safety, schedules, work conditions, assignments, discipline, and termination. At no point will you or your employees be deemed to be employees of Franchisor.

(v) Franchisee shall obtain from each of its personnel an acknowledgement signed by such personnel providing that such individual understands, acknowledges, and agrees that he or she is an employee of Franchisee and not Franchisor and that such individual shall look solely to Franchisee for his or her compensation and for all other matters related to their relationship with Franchisee.

(vi) Franchisee shall post a notice on an employee bulletin board clearly visible to employees at the Franchised Business notifying all employees of their employer and clearly stating that neither Franchisor nor its affiliates are an employer of the employees.

(vii) Franchisee's employees are not Franchisor's agents or employees, and Franchisor is not a joint employer of these individuals. Franchisee is solely responsible for performing all administrative functions of the Franchised Business, including payroll, and providing worker's compensation insurance. Franchisee acknowledges that it is not economically dependent on Franchisor and that Franchisor does not provide facilities, equipment or house or transport Franchisee's employees or provide to Franchisee employees tools or materials required for Franchisee's employees to perform services for Franchisee.

7.8 Customer Complaints. Franchisee must respond promptly to customer complaints and take such other steps as may be specified by Franchisor in the Operations Manual or otherwise to ensure positive client relations.

7.9 Third Party Actions. Franchisee must notify Franchisor in writing within five (5) days of any written threat or the actual commencement of any action, suit or proceeding, or of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality which may adversely affect the operation or financial condition of the Restaurant.

7.10 Inspection of the Business Premises. Franchisee hereby grants to Franchisor and its agents the right to enter upon the Premises, without notice, at any reasonable time for the purpose of conducting inspections of the Premises, Franchisee's books, records, computer hardware and software, and other business equipment and vehicles, and Franchisee agrees to render such assistance as may reasonably be requested and to take such steps as may be necessary immediately to correct any deficiencies detected during such an inspection upon the request of Franchisor or its agents.

7.11 Possible Variation in Certain Standards. Because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege to vary standards for any franchisee based upon the peculiarities of a particular site or circumstance, density of population, business potential, population of trade area, licensing requirements, existing business practices or any other conditions which Franchisor deems to be of importance to the successful operation of such franchisee's business. Franchisee will have no recourse against Franchisor on account of any variation from standard specifications and practices granted to any franchisee and will not be entitled to require Franchisor to grant Franchisee a like or similar variation hereunder.

7.12 Attendance at Annual Convention. Franchisor may hold an annual conference (the "Convention") at a location we select. We will determine the topics and agenda for the Convention to serve the purpose among other things, of updating franchisees on new developments affecting franchisees, exchanging information between franchisees and our personnel regarding business operations, and recognizing franchisees for their achievements. Franchisee or Franchisee's representative must attend the Convention and to pay our then-current registration fee. If we charge a registration fee for the Annual Convention, you must pay the fee regardless of whether you attend. All expenses, including Franchisee and Franchisee's employees' transportation to and from the Annual Convention, and lodging, meals, and salaries during the Annual Convention, are the responsibility of Franchisee.

7.13 Intellectual Property Belongs to Franchisor. If Franchisee, Franchisee's employees, or principals develop any new concept, process or improvement in the operation or promotion of the Restaurant or the System, Franchisee will promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Any such concept, process, or improvement will become Franchisor's sole property and Franchisor will be the sole owner of all patents, patent applications, trademarks, copyrights, and other intellectual property rights related thereto. Franchisee and Franchisee's principals hereby assign to Franchisor any rights Franchisee may have or acquire therein, including the right to modify such concept, process, or improvement, and otherwise waive and/or release all rights of restraint and moral rights therein and thereto. Franchisee and Franchisee's principals agree to assist Franchisor in obtaining and enforcing the intellectual property rights to any such concept, process, or improvement in any and all countries and further agree to execute and provide Franchisor with all necessary documentation for obtaining and enforcing such rights. Franchisee and Franchisee's principals hereby irrevocably designate and appoint Franchisor as

Franchisee's agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property rights related to any such concept, process, or improvement. In the event that the foregoing provisions of this Section 7.13 are found to be invalid or otherwise unenforceable, Franchisee and Franchisee's principals hereby grant to Franchisor a worldwide, perpetual, non-exclusive, fully paid license to use and sublicense the use of the concept, process, or improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe Franchisee's rights therein.

7.14 Step In Rights. In addition to Franchisor's right to terminate this Agreement, and not in lieu of such right, or any other rights Franchisor may have against Franchisee, upon a failure to meet any of the requirements of this Article 7 or cure any default within the applicable time period (if any), Franchisor has the right, but not the obligation, to enter upon the premises of the Restaurant and exercise complete authority with respect to the operation of the Restaurant until such time as Franchisor determines that the default has been cured, and Franchisee is otherwise in compliance with this Agreement. In the event Franchisor exercises the rights described in this Section, Franchisee must reimburse Franchisor for all reasonable costs and overhead, if any, incurred in connection with its operation of Franchisee's business including, without limitation, costs of personnel for supervising and staffing the Franchised Business and their travel and lodging accommodations, plus a fee not to exceed \$500 per day. If Franchisor undertakes to operate the Restaurant pursuant to this Section, Franchisee agrees to indemnify and hold Franchisor (and Franchisor's representative(s) and employees) harmless from and against any fines, claims, suits, or proceedings which may arise out of Franchisor's operation of the Franchised Business.

7.15 Computer and Electronic Cash Register Systems. Before you open your Restaurant, you will obtain and install at your Restaurant, at your sole cost and expense, all computer and electronic cash register hardware and software we require. You will use such computer and electronic cash register systems and software to record all your sales transactions, for your accounting and bookkeeping functions, for inventory control, for scheduling, for Internet communication and email, for extranet programs, and as we may otherwise specify.

7.16 Personal Guaranty of Your Principal Owners. You covenant, warrant, and agree that when you sign this Agreement, and at all times thereafter, you will cause each of your Principals Owners, and each successor to any or all of them, to execute and deliver, in his or her individual capacity, the form of Personal Guaranty attached to this Agreement as Schedule "D".

7.17 Telephone Listing Agreement. When you sign this Agreement, you will execute and deliver to us the Telephone Listing Agreement attached to this Agreement as Schedule "G".

7.18 Patriot Act Compliance. Franchisee hereby covenants, warrants, agrees, represents, and certifies to Franchisor that neither Franchisee nor any of Franchisee's directors, officers, shareholders, partners, members, employees, or agents, nor any of Franchisee's affiliates, or their directors, officers, shareholders, partners, members, employees, or agents, nor any other direct or indirect interest holders of any of the foregoing: (i) are or have been listed on any Governmental Lists (as defined in Paragraph 7.18 (i) of this Agreement); (ii) are or have been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No.13224 (Sept. 23, 2001), or any other similar prohibitions contained in the rules and regulations of OFAC (as defined in Paragraph 7.18 (ii)

of this Agreement) or in any enabling legislation or other Presidential Executive Orders in respect thereof; (iii) have been indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any offenses under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the “USA Patriot Act”); (iv) are or have been under investigation by any Governmental Authority (as defined in Paragraph 7.21.3 of this Agreement) for alleged criminal activity; or (v) have or have had a reputation in the community for criminal or unethical behavior. As used in this Paragraph 7.18 of this Agreement, the following definitions apply:

(i) “Governmental Lists” means any of the following lists: (i) the “Specially Designated Nationals and Blocked Persons List” maintained by OFAC; (ii) any other list of terrorists, terrorist organizations, or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC; or (iii) any similar list maintained by the United States Department of State, the United States Department of Commerce, or any other Governmental Authority, or pursuant to any Executive Order of the President of the United States.

(ii) “OFAC” means the Office of Foreign Assets Control, United States Department of the Treasury, or any other office, agency, or department that succeeds to the duties of OFAC.

(iii) “Government Authority” means all federal, state, local, foreign, or other governmental or regulatory agencies, authorities (including self-regulating authorities), instrumentalities, commissions, boards, and bodies.

8. CONFIDENTIAL OPERATIONS MANUAL

8.1 The Franchisee will conduct the Franchised Business under this Franchise Agreement in accordance with the Franchisor’s Confidential Operations Manual (“Manual”), which the Franchisee acknowledges having received, or been granted electronic access to, on loan from the Franchisor for the Franchisee’s use during the term of this Franchise Agreement.

8.2 The Franchisee will at all times treat the Manual, any other manuals created or approved for use in the operation of the Franchised Business herein, and the information contained therein as confidential, proprietary information of the Franchisor disclosed to the Franchisee under an agreement of confidentiality and shall use all reasonable efforts to maintain such information secret and confidential. The Franchisee will not at any time, without the Franchisor’s prior written consent, copy, duplicate, record or otherwise reproduce the Manual, or any part thereof, or any other operating instructions, standards or procedures disclosed to the Franchisee by the Franchisor. The Franchisee shall not allow any person who is an employee, agent, or representative of the Franchisee to duplicate or copy any such material and shall obligate such employees to abide by the terms of this provision and keep and maintain such information secret and confidential, and refrain from the use thereof in any other business or activity except that which is licensed herein.

8.3 The Manual shall at all times remain the sole property of the Franchisor. The Franchisor may from time to time revise the content of the Manual without the consent of the Franchisee, and the Franchisee will observe and comply with the Manual in its amended form. The Franchisee will at all times ensure that its copy of the Manual is kept current and up to date. Additional or replacement

portions of the Manual shall immediately upon receipt thereof be inserted in the Franchisee's copy of the Manual, and the replaced portions thereof shall immediately be destroyed. In the event of any dispute as to the contents of the Manual, the terms of the master copy thereof maintained by the Franchisor at its home office shall be controlling. In the event the Franchisee's copy of the Manual is damaged, lost or for other reason becomes out of date or unusable due to the negligence of the Franchisee, the Franchisee shall promptly acquire a new Manual from the Franchisor and shall, upon such event, pay a Manual Replacement Fee in the amount of \$500.00.

9. PROPRIETARY MARKS

9.1 The parties agree that this license to use the Franchisor's Proprietary Marks (the "Marks") applies only to their use in connection with the operation of the Restaurant, and that all such business shall be conducted at the Restaurant premises, and that the license includes only such Proprietary Marks as are now or may hereafter be designated by Franchisor in writing for use with the System. No other Proprietary Marks of the Franchisor now existing or yet to be developed or acquired by the Franchisor are included or will be included in this license.

9.2 Franchisor has the exclusive right to license the Marks and of the identification schemes, standards, specifications, operating procedures, and other concepts embodied in the System. Any unauthorized use of the System and the Marks is and shall be deemed an infringement of the Franchisor's rights and a breach of this Franchise Agreement. Except as expressly granted by this Franchise Agreement, the Franchisee acquires no right, title, or interest in the System or in the Marks. Any and all goodwill associated with the System, or the Marks shall inure exclusively to the Franchisor's ownership and benefit. Upon the expiration and termination of this Franchise Agreement, the Franchisee shall not be entitled to any compensation attributable to any goodwill associated with the Franchisee's use of the System or of the Marks.

9.3 The Franchisee shall promptly notify the Franchisor of any attempt by any person or entity other than the Franchisor or another of its licensees, to use the Marks or any variation thereof, or any other name, mark, or symbol in which the Franchisor claims a proprietary interest, or which is confusingly similar thereto. The Franchisee will notify Franchisor promptly of any litigation involving the Marks that is instituted by any person or firm against the Franchisee. Franchisor is not obligated to defend the Franchisee against the claims of any third party that the Franchisee's operation of the licensed business or the Franchisee's use of the Marks infringes any right of such third party, nor shall Franchisor be obligated to protect, indemnify, or hold harmless the Franchisee from the consequences of any such claim or litigation. Notwithstanding the lack of an obligation on the part of the Franchisor to assume responsibility or control of any such litigation, the Franchisee shall, immediately upon receiving notice thereof, tender such litigation to the Franchisor to defend. Upon such tender, Franchisor will within ten (10) days of receipt thereof, notify the Franchisee of its election to defend and assume control of such litigation or to decline to defend or assume control of such litigation. In the event Franchisor elects to defend and control such litigation, the Franchisor may, without the consent of the Franchisee, settle or compromise any such claims on such terms as the Franchisor, in its sole discretion may deem appropriate provided that any monetary settlement entered into without the consent of the Franchisee will be paid by the Franchisor. In the event the Franchisor does not elect to defend and assume control of such litigation the Franchisee will not settle or otherwise compromise any such claim on any terms which are not first approved by the Franchisor.

9.4 The Franchisee shall not use the Marks or any part or form thereof as part of the Franchisee's corporate or other legal name, or hold out or otherwise employ the Marks to perform any activity, or to incur any obligation or indebtedness, in such a manner that could reasonably result in making the Franchisor responsible or liable therefore. The Franchisee shall display at the Restaurant premises a prominently visible sign stating that the Franchisee's business is independently owned by the Franchisee (stating the name of the Franchisee) and that the business is operated pursuant to a Franchise Agreement with the Franchisor.

9.5 In addition to all other obligations of the Franchisee with respect to the Marks licensed herein the Franchisee agrees:

(i) To refrain from using any of the Marks, or any part or form thereof, in conjunction with any other word or symbol without the Franchisor's prior written consent.

(ii) To feature and use the Marks solely in the manner prescribed by Franchisor and not use the Marks on the Internet except as approved in writing by Franchisor.

(iii) 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 the Franchisee as Franchisor may direct in writing from time to time.

(iv) To use, promote and offer for sale under the Marks only those products and services which meet the Franchisor's prescribed standards and specifications, as they may be revised and amended by the Franchisor from time to time.

(v) To execute all documents requested by Franchisor or its counsel that are necessary to obtain protection for the Marks or to maintain their continued validity and enforceability, and to take no action that would jeopardize the validity or enforceability of such marks. In the event the Franchisee fails to execute and deliver such documents within ten (10) days from receipt of the request for such execution, the Franchisee hereby irrevocably appoints the Franchisor as its attorney-in-fact to execute any and all such documents.

10. ADVERTISING AND MARKETING

10.1 Grand Opening Marketing. You must spend a minimum of Five Thousand (\$5,000) Dollars for a Grand Opening marketing program for your Restaurant. The grand opening advertising campaign shall be conducted in the sixty (60) day period comprising thirty (30) days prior to and thirty (30) days following the Restaurant's opening. All advertisements proposed to be used in the grand opening advertising campaign are subject to our review and approval in the manner set forth in this Article 10.

10.2 Brand Fund.

(i) Franchisor has established a separate fund for the purpose of enhancing the goodwill and public image of the System through promoting and protecting the Brand (“Brand Fund”). All franchisees will be required to make Brand Fund Contributions in an amount of One (1%) percent of Gross Revenue per month. Company-owned units may, in their sole discretion, contribute to the Brand Fund.

(ii) The Brand Fund will be administered by Franchisor or its designee. Any unused funds in any fiscal year will be applied to the following fiscal year’s Brand Fund. Franchisor reserves the right to contribute or loan additional funds to the Brand Fund on any terms Franchisor deems reasonable. Since the Brand Fund is not audited, Franchisor will not make audited financial statements available to Franchisee. Upon Franchisee’s written request, within one hundred twenty (120) days after the fiscal year end, Franchisor will provide an un-audited accounting from the Brand Fund that shows how the Brand Fund proceeds have been spent for the previous year. Franchisor shall not be required to provide such accounting more than one time per fiscal year, nor will Franchisor be required to provide any other periodic accounting of the Brand Fund.

(iii) Franchisor or its designee will administer the Brand Fund with sole discretion over all operational and advertising decisions including: (i) the creative concepts, materials, endorsements and media used in connection with such programs (which may include television, radio, internet and print advertising, maintenance of a website and use of Social Media Platforms as funds permit); (ii) the source of the advertising, marketing, lead generation and/or promotional efforts (which may be in-house or through an outside agency located locally, regionally or nationally); (iii) the placement and allocation of such programs (which will be local or regional); and (iv) the composition of all geographic territories and market areas for the development and implementation of such programs.

(iv) The Brand Fund will not be used primarily by Franchisor to advertise and promote the sale of franchises. Franchisor intends the Brand Fund to maximize recognition of the Principal Trademarks and patronage of the System in any manner Franchisor determines will be effective, including but not limited to expenditures related to the development and maintenance of the Websites, and direct mail programs. Franchisor may structure the organization and administration of the Brand Fund in any way it determines best benefits the System in its sole discretion. Franchisor will attempt to spend Brand Fund expenditures in such a way as to provide benefits to all participating franchisees but makes no guarantees that Franchisee will benefit pro rata or at all from its Brand Fund Contributions. Franchisor need not ensure that Brand Fund expenditures in or affecting any geographic area, are proportionate or equivalent to Brand Fund Contributions by Bombay Pizza Kitchen franchisees operating in that geographic area. The Brand Fund will not be used to advertise and promote any individual franchised business, except to benefit the System as determined by Franchisor in its sole discretion.

(v) Franchisee further acknowledges and agrees that Franchisor may use Brand Fund Contributions to duplicate, print and purchase logo items including but not limited to any sales, advertising and point of purchase materials to be resold to Bombay Pizza Kitchen franchisees and any profits from such sales shall be paid to the Brand Fund.

(vi) Franchisee further acknowledges and agrees that Franchisor may use

Brand Fund Contributions to pay for expenses incurred in connection with meetings between Franchisor and Bombay Pizza Kitchen franchisees, including the Convention.

(vii) Franchisor will account for the Brand Fund separately from its other funds and not use the Brand Fund for any of its general operating expenses. However, Franchisor may use the Brand Fund to pay the reasonable salaries and benefits of personnel who manage and administer the Brand Fund, the Brand Fund's other administrative costs, travel expenses of personnel while they are on Brand Fund business, meeting costs, overhead relating to the Brand Fund business, costs relating to maintaining the Bombay Pizza Kitchen Websites, and other expenses that Franchisor incurs in activities reasonably related to administering or directing the Brand Fund and its programs, including, without limitation, conducting market research, public relations, preparing Advertising Materials, Social Media Materials, and collecting and accounting for Brand Fund Contributions.

(viii) The Brand Fund will not be Franchisor's asset. Although the Brand Fund is not a trust, Franchisor will hold all Brand Fund contributions for the benefit of the contributors and use contributions only for the purposes described in this Section. Franchisor does not owe any fiduciary obligation to Franchisee for administering the Brand Fund or for any other reason. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund Contributions in that year, borrow from Franchisor or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. The Brand Fund will use all interest earned on Brand Fund Contributions to pay costs before using the Brand Fund's other assets. Franchisor reserves the right to establish an advisory council or subcommittee for advertising, which if established, would only have advisory responsibilities and authority.

(ix) Franchisor may at any time defer or reduce Franchisee's Brand Fund Contribution rate. Franchisor may upon thirty (30) days' prior notice to Franchisee, reduce or suspend Brand Fund operations and contributions for one or more periods of any length and terminate (and, if terminated, reinstate) the Brand Fund. If Franchisor terminates the Brand Fund, Franchisor will distribute all unspent monies to its franchisees and Affiliates in proportion to their respective Brand Fund Contributions during the preceding twelve (12) month period.

(x) Franchisor has the right but not the obligation to use collection agents and institute legal proceedings to collect Brand Fund Contributions at the Brand Fund's expense. Franchisor may also forgive, waive, settle, and compromise all claims by or against the brand Fund. Except as expressly provided in this Subsection, Franchisor assumes no direct or indirect liability or obligation to Franchisee for collecting amounts due to, maintaining, direct or administering the Brand Fund.

10.3 Internet/World Wide Web/Websites. As used in this Agreement, the term "Website" means an interactive electronic document, series of symbols, or otherwise, that is contained in a network of computers linked by communications software. The term Website includes, but is not limited to, Internet and World Wide Web home pages. No advertising or promotion by Franchisee shall be conducted on or through the Internet/world wide web or other electronic transmission via computer without express prior written approval by Franchisor, including all social media sites. Franchisee shall monitor and control its employees, so they make no social media postings using the Marks without obtaining Franchisor's prior written approval. In connection with any Website, you agree to the

following:

(i) We shall have the right, but not the obligation, to establish and maintain a Website, which may, without limitation, promote the System and any or all of the products offered at Restaurants. We shall have the sole right to control all aspects of the Website, including without limitation its design, content, functionality, links to the websites of third parties, legal notices, and policies and terms of usage; we shall also have the right to discontinue operation of the Website.

(ii) We shall have the right, but not the obligation, to designate one or more web page(s) to describe you and/or the Restaurant, with such web page(s) to be located within our Website. You shall comply with our policies with respect to the creation, maintenance, and content of any such web pages; and we shall have the right to refuse to post and/or discontinue posting any content and/or the operation of any web page.

(iii) You shall not establish a separate Website related to the Proprietary Marks or the System without our prior written approval (which we shall not be obligated to provide). If approved to establish such a Website, you shall comply with our policies, standards, and specifications with respect to the creation, maintenance, and content of any such Website. You specifically acknowledge and agree that any such Website owned or maintained by you or for your benefit shall be deemed “advertising” under this Agreement and will be subject to (among other things) our approval under this Article 10.

(iv) We shall have the right to modify the provisions of this Section 10.3 relating to Websites as we shall solely determine is necessary or appropriate.

(v) You understand and agree that you may not promote your Restaurant or use any Proprietary Mark in any manner on social and/or networking Websites, including, but not limited to, Facebook, LinkedIn, Instagram and Twitter, without our prior written consent.

(vi) Franchisee acknowledges that Franchisor is the lawful, rightful, and sole owner of the Internet domain name www.BombayPizzaKitchen.com and other Internet domain names registered by Franchisor, and unconditionally disclaims any ownership interest in those or any similar Internet domain name. Franchisee agrees not to register any Internet domain name in any class or category that contains words used in or similar to any brand name owned by Franchisor or Franchisor’s affiliates or any abbreviation, acronym, phonetic variation, or visual variation of those words.

10.4 Franchisor’s Control Over Advertising Materials. Franchisee must use only advertising and marketing materials that Franchisor has provided to Franchisee or that Franchisor has approved in advance. In the event Franchisee desires to use advertising and marketing materials that Franchisor has provided to Franchisee; Franchisee must submit to Franchisor a description of the media in which Franchisee proposes to use them for Franchisor’s consent prior to such use. Franchisor will have ten (10) days in which to approve or disapprove the use of such materials in the media proposed. If Franchisor does not approve the use of such materials within ten (10) days after Franchisor receives them from Franchisee, they will be deemed not approved. In the event Franchisee desires to use advertising and marketing materials that Franchisor has not provided, Franchisee must submit such

advertising and promotional materials, together with a description of the media in which Franchisee proposes to use them, to Franchisor for Franchisor's review prior to such use. Franchisor will have ten (10) days in which to approve or disapprove such materials and their use in the media proposed. If Franchisor does not approve the use of such materials or media within ten (10) days after we receive them from you, they will be deemed not approved. All advertising must prominently display the Licensed Marks and must comply with any standards for use of the Licensed Marks Franchisor establishes as set forth in the Operations Manual or otherwise in writing. Franchisor may require Franchisee to discontinue the use of any advertising or marketing material, within time frames prescribed by Franchisor, at Franchisee's sole cost and expense. Franchisee acknowledges and agrees that all advertising materials provided by Franchisor on behalf of the System are protected by copyright and are Franchisor's exclusive property.

11. MODIFICATIONS.

11.1 Modifications to the System. Franchisee agrees that Franchisor may modify all or any part of the System to adapt to changes in the marketplace, economic conditions, business conditions, the law, the demands of consumers, Franchisor's business needs, and the needs of the System. Franchisee further agrees that such modifications may include additions to, deletions from, or modifications to the products and services Franchisee offers for sale or delivers through the Restaurant; modifications to any or all of the rules, guidelines, standards, specifications, plans, programs, methods, techniques, and procedures related to the Restaurant; and additions, deletions, from, and modifications of the Marks. Franchisee agrees that it expects Franchisor to change the System and warrants, covenants, and agrees to comply with all rules, guidelines, standards, specifications, plans, programs, methods, techniques, procedures, and Confidential Operations Manuals, related to the System, as we add to, delete from, and modify any or all of them from time to time, and with this Agreement. Franchisor agrees that such additions to, deletions from, and modifications of such rules, guidelines, standards, specifications, plans, programs, methods, techniques, procedures, and Confidential Operations Manuals, will not materially and unreasonably increase Franchisee's obligations set forth in this Agreement. Franchisor reserves the right to change or modify the Licensed Marks. Franchisor may adopt and use new or modified trade names, trademarks, service marks, logos, equipment, software, products, techniques, or concepts. Franchisor may add new and different services and products and withdraw services or products or change their names or image; redesign the trade dress, software programs and equipment or fixture standards; or discontinue them as Franchisor considers appropriate. Franchisee must accept and use the changes as if they were part of this Agreement. If changes are related to the Licensed Marks, then Franchisee will have one hundred twenty (120) days from the date of notice to implement any such changes under this Section 11.1.

11.2 Test Marketing. If Franchisor permits Franchisee to participate in any new service or product concept test, Franchisee agrees to do so in compliance with Franchisor's standards and requirements.

12. ACCOUNTING AND RECORDS

12.1 Reports. In addition to the reports otherwise required herein, you shall comply with the following reporting obligations:

(i) You shall, at your expense, submit to us, in the form prescribed by us, a profit and loss statement for each month (which may be unaudited) for you within fifteen (15) days after the end of each month during the term hereof. Each such statement shall be signed by your treasurer or chief financial officer or comparable officer attesting that it is true, complete, and correct;

(ii) You shall, at your expense, provide to us a complete annual financial statement (which shall be reviewed) for you prepared by an independent certified public accountant, within ninety (90) days after the end of each fiscal year during the term hereof, showing the results of operations of you during such fiscal year; we reserve the right to require such financial statements to be audited by an independent certified public accountant satisfactory to us at your cost and expense if an inspection discloses an understatement of payments due to us of two percent (2%) or more in any report, pursuant to Section 12.2; and

(iii) You shall also submit to us, for review or auditing, such other forms, reports, records, information, and data as we may reasonably designate, and which pertain to the Restaurant, in the form and at the times and places reasonably required by us, upon request and as specified from time to time in writing.

12.2 Inspections; Audits.

We or our designees shall have the right, during normal business hours, to review, audit, examine and copy any or all of your books and records as we may require at the Restaurant. You shall make such books and records available to us or our designee immediately upon request. If any required royalty or other payments due to us are delinquent, or if an inspection should reveal that such payments have been understated in any report to us, then you shall immediately pay to us the amount overdue or understated upon demand with interest determined in accordance with the provisions of Section 4.8. If an inspection discloses an understatement in any report of two percent (2%) or more, you shall, in addition, reimburse us for all costs and expenses connected with the inspection (including, without limitation, reasonable accounting and attorneys' fees). These remedies shall be in addition to any other remedies we may have at law or in equity.

12.3 Correction of Errors.

You understand and agree that our receipt or acceptance of any of the statements furnished or royalties paid to us (or the cashing of any royalty checks or processing of any Electronic Payment) shall not preclude us from questioning the correctness thereof at any time and, in the event that any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified by you and the appropriate payment shall be made by you.

12.4 Authorization of Us.

You hereby authorize (and agree to execute any other documents deemed necessary to affect such authorization) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other persons or entities with which you do business to disclose to us any requested financial information in their possession relating to you or the Restaurant. You authorize us to disclose data from your reports, if we determine, in our sole and absolute discretion, that such disclosure is

necessary or advisable, which disclosure may include disclosure to prospective or existing franchisees or other third parties.

12.5 We are Attorney-in-Fact.

You hereby appoint us as your true and lawful attorney-in-fact with full power and authority, for the sole purpose of obtaining any and all returns and reports filed by you with any state and/or federal taxing authority pertaining to the Franchised Business. This power of attorney shall survive the expiration or termination of this Agreement.

13. INSURANCE

13.1 You shall procure, upon execution of this Agreement, and shall maintain in full force and effect at all times during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required hereunder for events having occurred during the term of this Agreement) at your expense, an insurance policy or policies protecting you and us, our successors and assigns, our officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of each of them against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Restaurant.

13.2 Such policy or policies shall be written by a responsible, duly licensed carrier or carriers reasonably acceptable to us and shall include, at a minimum (except as additional coverages and higher policy limits may reasonably be specified by us from time to time), in accordance with standards and specifications set forth in writing, the following:

(i) General and professional liability in the amount of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate limit.

(ii) “All Risks” coverage for the full cost of replacement of the Restaurant premises and all other property in which Franchisor may have an interest with no coinsurance clause for the premises.

(iii) Business Interruption insurance in a sufficient amount to cover profit margins, maintenance of competent and desirable personnel and fixed expenses for a period of at least ninety (90) days.

(iv) Worker’s compensation insurance in amounts provided by applicable law (but not less than Five Hundred Thousand Dollars (\$500,000) per occurrence) or, if permissible under applicable law, a legally appropriate alternative providing substantially similar compensation for injured workers reasonably satisfactory to us.

(v) Cyber-liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate limit.

(vi) Employment practices insurance in the amount of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate limit.

(vii) If alcoholic beverages are served at the Restaurant, you must obtain alcohol liability insurance in such amounts as we require;

(viii) Such other insurance as may be required by the state or locality in which the Restaurant is located and operated or as may be required by the terms of the lease for the Restaurant.

(ix) You may, with our prior written consent, which consent may be withheld or denied, elect to have reasonable deductibles in connection with the coverages required herein. Such policies shall also include a waiver of subrogation in favor of us, our affiliates, and our respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, and employees.

(x) In connection with any construction, renovation, refurbishment, or remodeling of the Restaurant, you shall maintain Builder's Risks/installation insurance in forms and amounts, and written by a responsible, duly licensed carrier or carriers, reasonably satisfactory to us.

(xi) Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by us, nor shall your performance of that obligation relieve you of liability under the indemnity provisions set forth in Article 12 of this Agreement.

(xii) All general liability and property damage policies shall contain a provision that we, our affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, and employees of each of them, although named as insureds, shall nevertheless be entitled to recover under such policies on any loss occasioned to us or our servants, agents or employees by reason of the negligence of you or your servants, agents or employees.

(xiii) Not later than thirty (30) days before the Restaurant initially opens for business, and thereafter thirty (30) days prior to the expiration of any such policy, you shall deliver to us Certificates of Insurance evidencing the existence and continuation of proper coverage with limits not less than those required hereunder. In addition, if requested by us, you shall deliver to us a copy of the insurance policy or policies required hereunder. All insurance policies required hereunder, with the exception of workers' compensation, shall name us, our affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, and employees of each of them, as additional named insureds, and shall expressly provide that any interest of same therein shall not be affected by any breach by you of any policy provisions. Further, all insurance policies required hereunder shall expressly provide that no less than thirty (30) days' prior written notice shall be given to us in the event of a material alteration to or cancellation of the policies.

13.3 Should you, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by us in writing, we shall have the right and authority (without, however, any obligation to do so) immediately to procure such insurance and to charge same to you, which charges shall be payable by you immediately upon notice.

The foregoing remedies shall be in addition to any other remedies we may have at law or in equity.

13.4 Upon written request by us, you shall procure from your insurance carrier or carriers a report of claims made and reserves set against your insurance policies.

13.5 We reserve the right to modify the types of insurance coverages and amounts of coverage that you are required to maintain for the Restaurant, and you agree to comply with any such changes, at your expense.

14. DEBTS AND TAXES

14.1 Taxes.

You shall promptly pay when due all Taxes (as defined below), levied or assessed, and all accounts and other indebtedness of every kind incurred by you in the conduct of the Franchised Business under this Agreement. You shall be solely liable for the payment of all Taxes and shall indemnify us for the full amount of all such Taxes and for any liability (including penalties, interest, and expenses) arising from or concerning the payment of Taxes, whether such Taxes were correctly or legally asserted or not. You shall submit a copy of all tax filings sent to federal, state, and local tax authorities to us within ten (10) business days after such filing has been made with the appropriate taxing authority.

The term “Taxes” means any present or future taxes, levies, imposts, duties, or other charges of whatever nature, including any interest or penalties thereon, imposed by any government or political subdivision of such government on or relating to the operation of the Franchised Business, the payment of monies, or the exercise of rights granted pursuant to this Agreement.

14.2 Payments to Us.

Each payment to be made to us hereunder shall be made free and clear and without deduction for any Taxes.

14.3 Tax Disputes.

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

14.4 Compliance with Laws

You shall comply with all federal, state, and local laws, rules and regulations and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, fictitious name registrations, sales tax permits, fire clearances, health permits, certificates of occupancy and any permits, certificates or licenses required by any environmental law, rule or regulation.

14.5 Notification of Action or Proceeding.

You shall notify and deliver to us, in writing within five (5) days of the commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business.

15. **ASSIGNMENT**

15.1 Assignment by Franchisor. This Agreement may be unilaterally assigned by the Franchisor and shall inure to the benefit of its successors and assigns. Franchisee agrees and affirms that Franchisor may sell itself, its assets, the Marks and/or the Bombay Pizza Kitchen System to a third-party; may go public, may engage in private placement of some or all of its securities; may merge, acquire other corporations, or be acquired by another corporation; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. Franchisee further agrees and affirms that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or noncompetitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as Bombay Pizza Kitchen Restaurants operating under the Marks or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of these facilities, which Franchisee acknowledges may be proximate to any of its Restaurants. With regard to any of the above sales, assignments and dispositions, Franchisee expressly and specifically waives any claims, demands or damages arising from or related to the loss of Franchisor's name, the Marks (or any variation thereof) and the System and/or the loss of association with or identification of BPK FRANCHISORS, LLC, under this Agreement. If Franchisor assigns its rights in this Agreement, nothing in this Agreement shall be deemed to require Franchisor to remain in the Restaurant business or to offer or sell any products or services to Franchisee.

15.2 Assignment by Franchisee. Franchisee shall not subfranchise, sell, assign, transfer, merge, convey or encumber (each, a "Transfer"), the Restaurant, the Franchised Site, this Agreement or any of its rights or obligations hereunder or suffer or permit any such Transfer of the Restaurant, the Franchised Site, this Agreement or its rights or obligations hereunder to occur by operation of law or otherwise without the prior express written consent of Franchisor. In addition, if Franchisee is a corporation, limited liability company, partnership, business trust, or similar association or entity, the shareholders, members, partners, beneficiaries, investors, or other equity holders, as the case may be, may not Transfer their equity interests in such corporation, limited liability company, partnership, business trust, or similar association or entity, without the prior written consent of Franchisor. Furthermore, in the event that any shareholder, member, partner, investor, or other equity holder of Franchisee (the "Equity Holder") is a corporation, limited liability company, partnership, business trust, or similar association or entity, the interests of the shareholders, members, partners, beneficiaries, investors, or other equity holders, as the case may be, in such Equity Holder, may not be Transferred, without the prior written consent of Franchisor. Franchisor will not unreasonably withhold consent to a Transfer provided the requirements of Section 15.4 have been satisfied. Any Transfer in violation of this Section shall be void and of

no force and effect. In the event Franchisee or an Equity Holder is a corporation, limited liability company, partnership, business trust, or similar association or entity with certificated equity interests, all stock or equity certificates of Franchisee or Equity Holder, as the case may be, shall have conspicuously endorsed upon them a legend in substantially the following form:

“A transfer of this stock is subject to the terms and conditions of, BPK
FRANCHISORS, LLC FRANCHISE AGREEMENT dated the
_____ day of _____, _____”

15.3 Death or Disability of Franchisee. Upon Franchisee’s death or Disability (as such term is hereinafter defined), this Agreement or the ownership interest of any deceased or disabled shareholder, partner, member or other equity holder of the Franchisee or an Equity Holder must be transferred to a party approved by Franchisor. Any Transfer, including, without limitation, transfers by devise or inheritance or trust provisions, shall be subject to the same conditions for Transfers set forth in Section 15.4. Franchisor shall not unreasonably withhold its consent to the Transfer of this Agreement or any ownership interest to the deceased or disabled Franchisee's or Equity Holder's spouse, heirs, or members of his or her immediate family, provided all requirements of Section 15.4 have been complied with (except payment of the transfer fee, which shall not apply to such Transfers). A “Disability” shall have occurred with respect to Franchisee if Franchisee, or, if Franchisee is a corporation, partnership or limited liability company, its controlling shareholder, partner, member or other equity holder, is unable to actively participate in its activities as Franchisee hereunder for any reason for a continuous period of six months. As used in this Section 15.3, “Franchisee” may include a disabled or deceased controlling shareholder, partner, or member where the context so requires.

15.4 Approval of Assignment. Franchisor’s approval of any Transfer is, in all cases, contingent upon the following:

(i) the purchaser and/or the controlling persons of the purchaser having a satisfactory credit rating, being of good moral character, having business qualifications satisfactory to Franchisor, being willing to comply with Franchisor’s training requirements and being willing to enter into an agreement in writing to assume and perform all of Franchisee’s duties and obligations hereunder and/or enter into a new Franchise Agreement, if so requested by Franchisor, and agreeing to enter into any and all agreements with Franchisor that are being required of all new franchisees, including a guaranty agreement, or any other agreement which may require payment of different or increased fees from those paid under this Agreement;

(ii) the terms and conditions of the proposed transfer (including, without limitation, the purchase price) being satisfactory to Franchisor;

(iii) all monetary obligations (whether hereunder or not) of Franchisee to Franchisor or Franchisor’s affiliates or subsidiaries being paid in full;

(iv) Franchisee not being in default hereunder or any other agreement between Franchisee and Franchisor;

(v) Franchisee and its owners executing a general release of any and all claims against Franchisor and its affiliates, subsidiaries, members, managers, officers, directors, employees, and agents, in a form satisfactory to Franchisor;

(vi) Franchisee paying to Franchisor a transfer fee equal to one-half of the then current Franchise Fee plus reimbursement for all legal, training and other expenses incurred by Franchisor in connection with the Transfer;

(vii) at Franchisor's request, the proposed transferee or assignee refurbishes the Restaurant in the manner and subject to the provisions described in Section 2.2(v) hereof.

15.5 Right of First Refusal. Without in any way derogating from the Franchisor's right to reject a proposed Transfer in accordance with this Agreement, if at any time or times during the Initial Term or any renewal of this Agreement, the Franchisee obtains a bona fide offer (the "Offer") to acquire the whole or any part of its interest in the Restaurant, which the Franchisee wishes to accept, the Franchisee shall promptly give written notice thereof to the Franchisor together with a true copy of the Offer. Upon receipt of such notice and Offer, the Franchisor shall have the option of purchasing the property forming the subject matter thereof upon the same terms and conditions as those set out in the Offer except that:

(i) there shall be deducted from the purchase price the amount of any commissions, fee or transfer fee that would otherwise have been payable to the Franchisor, any broker, agent or other intermediary in connection with the transfer;

(ii) the Franchisor shall have the right to substitute cash for any other form of consideration specified in the Offer and to pay the entire purchase price at the time of closing.

The Franchisor may exercise its option at any time within thirty (30) days after receipt of said notice by giving written notice to the Franchisee. If the franchisor declines to exercise such option and if such transfer is approved by the Franchisor in accordance with this Agreement, the Franchisee shall be at liberty to complete the Transfer to such third party transferee in accordance with the Offer, such transaction must be completed within forty-five (45) days, the foregoing provisions of this right of first refusal shall apply again in respect of the proposed Transfer and so on from time to time.

15.6 Removal of General Partner. If Franchisee is a limited partnership, Franchisee may not remove or appoint, or permit the limited partners to remove or appoint, a new or successor general partner without the prior written consent of Franchisor (even if such appointment is due to the resignation, death, or disability of the General Partner).

16. DEFAULT AND TERMINATION

16.1. Termination By You. You have the right to terminate this Agreement after sixty (60) days' notice to us to cure such default and our failure to cure the default within such time, on notice of such termination to us, except that if such cure requires a longer time to complete, you shall not have the right to terminate this Agreement provided we have commenced to cure the default within

the sixty (60) day period following such notice and we diligently continue to prosecute such cure until it is fully effected.

16.2 Termination by Us: No Opportunity to Cure. You will be in material breach of this Agreement, and we will have the right to terminate this Agreement without affording you any opportunity to cure the default effective on delivery of notice of termination to you:

(i) If you misrepresent any material fact in any information you furnish to us related to our decision to enter into this Agreement.

(ii) If you knowingly maintain false books or records, conceal revenues from us, or submit any material, false statement in any report we require, or in any income tax return required by applicable Law.

(iii) If you fail to submit to us any report we require, and you do not correct such failure within five (5) days after notice from us.

(iv) If you fail to pay to us or any affiliate of ours any monies you are obligated to pay us or such affiliate, and you do not correct such failure within five (5) days after notice from us or such affiliate.

(v) If you have understated your Gross Revenues by three percent (3%) or more on any report we require, or on any federal, state, or local income tax return you are required to file.

(vi) If you deny us or any of our authorized representative's access, after our providing three (3) days written notice to you, during normal business hours or any other hours that your Restaurant is required to be or is in fact open for business, to all premises of your Franchised Business.

(vii) If you receive two (2) or more failing scores on any health or quality inspection we conduct within any twelve (12) consecutive month period.

(viii) If you receive two (2) or more failing scores on any health inspection any governmental agency conducts within any twelve (12) consecutive month period.

(ix) If you misuse, or use in an unauthorized manner, the Marks, any of Franchisor's trade names, or copyrighted materials, or materially impair the goodwill associated therewith or the Franchisor's rights therein.

(x) If you copy or permit others to copy any portion of the Confidential Operations Manuals, except for items included in them for the express purpose of copying or fail to take all necessary precautions to ensure that the Confidential Operations Manuals are kept free from theft, unauthorized copying, or other acts that may jeopardize the confidentiality of the Manual.

(xi) If you fail to comply with all applicable laws related to the operation of the Restaurant.

(xii) If you fail to open for business for a period of (5) consecutive days.

(xiii) If you commit fraud related to the Restaurant or engage in conduct that materially impairs the goodwill related to your Restaurant or the System.

(xiv) If you or any of your shareholders or on-site Managers are convicted of or pleads no contest to a felony or a crime involving fraud or moral turpitude or engages in other conduct that is reasonably likely to reflect materially and unfavorably on the goodwill or reputation of your Restaurant, the Marks, or the System.

(xv) If you: (i) become insolvent, by reason of an inability to pay debts as they come due; (ii) are adjudicated bankrupt; (iii) file a petition for bankruptcy protection; (iv) are the debtor in an involuntary bankruptcy petition that is not dismissed within sixty (60) days; (v) are the debtor in an assignment for the benefit of creditors that is not dismissed within sixty (60) days; (vi) are the subject of a voluntary or involuntary petition for reorganization or similar proceeding that is not dismissed within sixty (60) days; (vii) are the subject of a petition for appointment of a receiver, permanent or temporary, that is not dismissed within sixty (60) days; (viii) are the judgment debtor in any final judgment in the amount of \$100,000 or more and such judgment remains unsatisfied of record for more than sixty (60) days; (ix) have your bank accounts, property, or receivables attached and such attachment proceedings are not dismissed within, sixty (60) days; (x) have an execution levied against your business or property and such execution is not dismissed within sixty (60) days; or (xi) are the subject of any suit to foreclose any lien or mortgage related to your Franchised Business, and such suit is not dismissed within sixty (60) days.

(xvi) If we deliver two (2) or more notices of default to you within any twelve (12) consecutive month period, regardless of whether you cured such defaults, and regardless of whether such notices are for the same or different defaults.

16.3 Termination by Us: Opportunity to Cure. You will be in material breach of this Agreement, and we will have the right to terminate this Agreement after ten (10) days' written notice to you to cure the default and your failure to cure such default within such time, without further notice or opportunity to cure:

(i) If you: (a) default under any lease or sublease of your Restaurant; or (b) lose the right to possession of such location for any reason unless such loss of possession is the result of governmental exercise of eminent domain.

(ii) If you or your owners are unable to complete the Initial Training Program to our satisfaction

(iii) If you fail to locate an approved site for the Restaurant within six (6) months, or open your Restaurant within twelve (12) months of the execution of this Agreement.

(iv) If you breach or fail to perform any covenant, warranty, agreement, promise, term, provision, or obligation of yours contained in this Agreement, where such breach or failure is

not specifically set forth in Paragraph 16.2 of this Agreement. In the event of your default and until the default has been cured, the Franchisor and all affiliates have the right to suspend the provision of all services and products to you.

16.4 Cross Default. Any default under or breach by you of any other agreement to which you and us or any of our affiliates are parties, will be deemed a default under this Agreement.

16.5 Our Right to Cure Your Defaults. We may, without prejudice to any other right or remedy contained in this Agreement or provided by law or equity, take action to cure any default of yours by performing any functions we deem necessary to cure the default. All such actions will be at your sole cost and expense, and you will reimburse us for all costs and expenses we incur related to such cure. We will have no obligation to cure such defaults, and any attempt by us to cure such defaults will not limit our right to seek any other remedies to which we may be entitled.

16.6 Our Right to Withhold Services and Products. In the event of your default and continuing until the default has been cured, the Franchisor and its Affiliates have the right to suspend the provision of support, services, and Proprietary Products to you.

16.7 Notice Required By Law. If the law of any state which may control this Agreement limits our rights of termination under this Agreement or requires longer notice or cure periods than those set forth herein, this Agreement will be deemed amended to conform to the minimum notice, cure periods, or restrictions on termination required by such Laws; provided, however, we will not be precluded from contesting the validity, enforceability, or application of such laws or regulations to this Agreement or the termination, expiration, or non-renewal of this Agreement.

17. OBLIGATIONS UPON TERMINATION OR EXPIRATION

17.1 Upon termination or expiration of this Franchise Agreement, the Franchisee shall immediately cease to operate the Restaurant, and shall not thereafter, directly, or indirectly, represent to the public or hold itself out as a present or former Franchisee of the Franchisor.

17.2 Upon termination or expiration of this Franchise Agreement, the Franchisee shall immediately cease to use, by advertising or any other manner whatsoever, the name BOMBAY PIZZA KITCHEN, or any other Marks of the Franchisor or any mark or name similar thereto, or any aspect of the trade dress of the franchise System. Upon expiration or termination of this Franchise Agreement the Franchisee shall cease using any methods, procedures, techniques, systems or other material of any kind or nature whatsoever which at the time of the termination or expiration of this Franchise Agreement is a trade secret of the Franchisor.

17.3 Upon expiration or termination of this Franchise Agreement, the Franchisee shall immediately surrender to Franchisor all proprietary products, customer lists, manuals, records, files, instructions, correspondence and any and all other materials relating to the operation of the Restaurant in the Franchisee's possession or control, and all copies thereof, all of which are hereby acknowledged by the Franchisee to be the Franchisor's property, and shall retain no copy or record of the foregoing, accepting only the Franchisee's copy of this Franchise Agreement and of any correspondence between the parties, and any other documents which the Franchisee reasonably needs to comply with any provision

of law. Upon the termination or expiration of this Franchise Agreement the Franchisee shall not remove from the Restaurant premises any inventory or equipment which is the subject of any security interest of the Franchisor or of any other party. Upon the expiration or termination of this Franchise Agreement, the Franchisee shall not remove from the Restaurant premises any inventory or equipment so long as there remains obligations of the Franchisee to the Franchisor. In such event, the Franchisee will, upon the expiration or termination of this Franchise Agreement, present to the Franchisor a statement of inventory and equipment including the value thereof. Such inventory and equipment shall, to the extent that it does not infringe upon the security rights of others, be credited to the obligations of the Franchisee to the Franchisor. If the unencumbered inventory and equipment exceeds the amount owed by the Franchisee to the Franchisor on the date of expiration or termination, the Franchisor may select that inventory and equipment which it wishes to apply to the outstanding debt of the Franchisee to the Franchisor and return the balance of unencumbered inventory and equipment to the Franchisee. Upon expiration or termination of this Agreement, the Franchisee shall forthwith surrender possession of the Restaurant premises to the Franchisor which may, but shall not be obligated to, assume possession, occupancy, and control thereof. The assumption of possession, occupancy, or control of the premises by the Franchisor shall not relieve the Franchisee of any obligations which may have accrued to the date of assumption of control by the Franchisor, but which have been unpaid by the Franchisee. All such obligations shall remain the obligations of the Franchisee. If the Franchisor elects not to assume possession or control of the Restaurant premises the Franchisee shall at the Franchisee's expense, make such modifications or alterations thereto immediately upon termination or expiration of this Franchise Agreement as the Franchisor may demand to prevent the operation of any business therein by the Franchisee being confused with or thought of by the public as a business affiliated with the Franchisor for any purpose.

17.4 The Franchisee hereby irrevocably appoints the Franchisor as the agent and attorney-in-fact of the Franchisee effective immediately upon the termination or expiration of this Agreement to perfect the transfer and assignment to the Franchisor of each telephone number and telephone directory listing then or theretofore used in connection with the operation of the franchised business. Franchisee shall execute the Telephone Listings Agreement attached hereto as Schedule "G". The transfer of telephone numbers and telephone directory listing to the Franchisor shall not relieve the Franchisee of any obligation with respect thereto which arose or accrued prior to the date of such transfer. The Franchisor shall not be obligated to assume any such prior obligation as a condition of the transfer of telephone numbers or of directory listings.

17.5 Immediately upon termination or expiration of this Franchise Agreement, the Franchisee shall pay all sums owing to the Franchisor or affiliates and to suppliers and vendors, including the outstanding principal amounts and accrued interest on any notes or evidence of indebtedness of the Franchisee payable to the order of the Franchisor. The payment to the Franchisor of all principal amounts owing shall be accelerated on all debt items including debt items which theretofore had been the subject of payment schedules, even if payment was then being made promptly according to the agreed schedule. All debts of the Franchisee to the Franchisor, regardless of kind, amount, or method of payment agreed upon shall accelerate and be due and payable in full upon the expiration or termination of this Franchise Agreement. The Franchisee hereby grants to the Franchisor a lien and security interest against any and all personal property, equipment and fixtures owned by the Franchisee and used in connection with the Restaurant as security for the payment of all such obligations.

17.6 Upon the expiration or termination of this Franchise Agreement, if the Franchisee shall fail

or refuse to perform any obligation of the Franchisee incident to termination or expiration hereof and the Franchisor shall be put to enforcing such obligations, the Franchisee shall pay all damages, costs, interest, and expense of suit, including actual attorney fees and expenses related to prosecution of collection. Any security interest granted to the Franchisor by the Franchisee herein shall remain in full force and effect until all such obligations are fully paid including the cost of enforcement thereof.

17.7 Upon the expiration or termination of this Franchise Agreement, the Franchisor shall have, in addition to any other rights or remedies available to it, the right (but not the obligation), without liability for trespass, tort, criminal act, or otherwise, to:

(i) Enter and inspect and take control of the Restaurant premises in which the business licensed under this Franchise Agreement was or is being operated.

(ii) Remove from the Restaurant premises all articles, equipment, supplies and other materials of any kind or nature whatsoever bearing the proprietary marks of the Franchisor or which are to be removed to prevent the Premises from appearing thereafter to be a business premises affiliated with the Franchisor or the System. The cost of all such removal and modification shall be borne by the Franchisee.

(iii) Upon the expiration or termination of this Franchise Agreement, the Franchisee shall immediately begin compliance with the post-term covenants contained in Article 18.

(iv) The Franchisee acknowledges and agrees that any failure to comply with the requirements of this Article 17 will cause the Franchisor irreparable injury, and the Franchisee hereby consents to the entry of an ex parte order by any court of competent jurisdiction for injunctive or other legal or equitable relief including an order authorizing the Franchisor, its designee or agents, to enter the Restaurant premises and to take such action as may be necessary or appropriate to protect the Franchisor's rights hereunder.

(v) Immediately upon the expiration or termination of this Franchise Agreement, the Franchisee shall cancel all assumed names, corporate names, business names or styles, or other registrations using any name, style, symbol, or mark included within the Marks or similar thereto which are owned, or which have been taken out or filed by the Franchisee. The Franchisee hereby irrevocably appoints the Company as its agent and attorney-in-fact to obtain all such cancellations.

17.8 Franchisor's Right to Repurchase. Upon the expiration or termination of this Agreement for any reason whatsoever, save and except in the event of a purchase, Franchisor shall have the right, but not the obligation, such right to be exercised by notice in writing delivered to Franchisee within thirty (30) days of the date of expiration or termination of this Agreement for any reason whatsoever, to purchase from Franchisee all or a portion of the inventory located on the premises or otherwise held by Franchisee for the purposes of sale or distribution at the Franchised Site, and/or all or any part of the fixtures, equipment, furniture or other assets located on, in or at the Franchised Site or otherwise used in connection with the franchised business.

17.9 Liquidated Damages. Upon the termination of this Agreement prior to the expiration of the Initial Term you will pay us, as liquidated damages for the loss of the benefit of the bargain we are entitled to receive as a result of such termination, a lump-sum payment equal to the average weekly Royalty payments you were obligated to pay during the fifty-two (52) week period immediately preceding such termination, times one hundred four (104) weeks or the number of weeks remaining in the term, whichever is less. In the event you did not operate your Restaurant continuously for 52 weeks prior to termination of this Agreement, we will calculate the monthly Royalty payment for the geographically closest restaurant in the System and multiply that by the lesser of one hundred four (104) weeks or the number of weeks remaining in the term. You will pay the Liquidated Damages amount to us within ten (10) days after our demand. You acknowledge and agree, and you direct any party construing this Agreement to conclusively presume, that the Liquidated Damages: (i) are true liquidated damages; (ii) are intended to compensate us for the harm we will suffer; (iii) are not a penalty for breaching this Agreement or for any other reason; (iv) are a reasonable estimate of our probable loss resulting from your defaults; and (v) will be in addition to all other rights we have to legal or equitable relief.

18. COVENANTS

18.1 “Confidential Information” means any information related to the System that we disclose to you that we designate as confidential; or that, by its nature, would reasonably be expected to be held in confidence or kept secret. Without limiting the definition of “Confidential Information,” all the following shall be conclusively presumed to be Confidential Information whether or not we designate them as such: (i) the Confidential Operations Manuals; (ii) our training materials; and (iii) other information we give to you in confidence, except where such information is a Trade Secret.

18.2 “Trade Secret” means information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Without limiting the definition of Trade Secrets, all the following shall be conclusively presumed to be Trade Secrets whether or not we designate them as such: (i) our advertising and marketing strategies; (ii) our marketing analyses; and (iii) the ingredients, components, and recipes of any of our products and services.

18.3 The terms “Confidential Information” and “Trade Secret” do not include, regardless of the means of disclosure: (i) information generally known to the trade or the public at the time we disclose it to you; (ii) information that becomes known to the trade or the public after we disclose it to you, unless it becomes known due to your breach of this Agreement; or (iii) information you can prove was known to you at the time we disclosed it to you.

18.4 Protection of Confidential Information and Trade Secrets. You acknowledge and agree that the Confidential Information and Trade Secrets are not, by definition, generally known in the trade; that they are beyond your present skill and experience; and that for you to develop such Confidential Information and Trade Secrets on your own would be expensive, time-consuming, and difficult. You further acknowledge and agree that the Confidential Information and Trade Secrets provide you with a competitive advantage, that they will be economically valuable to you in the development of your Franchised Business, and that gaining access to such Confidential Information and Trade Secrets is therefore a primary reason why you are entering into this Agreement. Accordingly, in consideration of our disclosure of the Confidential Information and Trade Secrets, you covenant, warrant, and agree that:

(i) You will not, during the Term of this Agreement: (i) appropriate or use any Confidential Information or Trade Secret for any purpose other than the operation of your Franchised Business under the System; (ii) disclose or reveal any portion of the Confidential Information or Trade Secrets to any person, other than to your directors, officers, Principal Owners, management employees, or others who have a legitimate business need to know of them in order to operate your Franchised Business; or (iii) divulge or use any Confidential Information or Trade Secrets for the benefit of any other person or entity except as we expressly authorize.

(ii) You will not, for two (2) years after the termination or expiration of this Agreement for any reason: (i) appropriate or use any Confidential Information for any purpose; or (ii) divulge or use any Confidential Information for the benefit of any other person or entity.

(iii) You will not, at any time after the termination or expiration of this Agreement for any reason: (i) appropriate or use any Trade Secret for any purpose or (ii) divulge or use any Trade Secret for the benefit of any other person or entity.

(iv) You will not copy, duplicate record, or otherwise reproduce any of the Confidential Information or Trade Secrets, in whole or in part; store such Confidential Information or Trade Secrets in a computer retrieval or database; or otherwise make such Confidential Information or Trade Secrets available to any third party, except as we authorize in this Agreement.

(v) You will make all reasonable efforts and take all reasonable precautions required to prevent unauthorized copying or disclosure of any Confidential Information or Trade Secrets; which precautions will include, but will not be limited to, restricting access to the Confidential Information and Trade Secrets on a “need to know” basis.

18.5 Restrictive Covenants.

(i) In-Term Covenant. During the Term of this Agreement, neither you nor any person or entity controlling, controlled by, or under common control with you or them, will individually or jointly with others, directly or indirectly, by, through on behalf of, or in conjunction with, any person or entity: (i) own, maintain, operate, engage in, or have any interest in, any business that offers for sale, sells, or delivers Indian style pizza or other menu items that are the same as or similar to the products and services offered for sale at your Bombay Pizza Kitchen Restaurant or other Bombay Pizza Kitchen Restaurants in the System, as such products and services are modified from time to time, or any product or service confusingly similar thereto (a “Competitive Business”), other than the Franchised Business or another business you or they operate pursuant to an agreement with us, without our prior written consent, except that any such person may purchase or hold less than five percent (5%) of the shares of any publicly-traded business engaged in a Competitive Business; (ii) act as a director, officer, partner, member, employee, independent contractor, consultant, principal, agent, or proprietor, or participate or assist in the establishment or operation of, directly or indirectly, any business engaged in a Competitive Business; or (iii) divert or attempt to divert any business from the Restaurant or us.

(i) Post-Termination Covenant. Beginning at the expiration or termination of this Agreement and for two (2) years thereafter, within ten (10) miles of your Restaurant or any other Restaurant in the System, neither you nor any person or entity controlling, controlled by, or under common control with you or them, will individually or jointly with others, directly or indirectly, by, through on behalf of, or in conjunction with, any person or entity: (i) own, maintain, operate, engage in, or have any interest in, any business engaged in a Competitive Business, without our prior written consent, except pursuant to another agreement with us, and further except that any such person may purchase or hold less than five percent (5%) of the shares of any publicly traded business engaged in a Competitive Business; (ii) act as a director, officer, partner, member, employee, independent contractor, consultant, principal, agent, or proprietor, or participate in the establishment or operation of, directly or indirectly, any business engaged in a Competitive Business; or (iii) divert or attempt to divert any business from the Franchised Business or us.

(ii) In the event of any arbitration or litigation related to this Paragraph 18.5 of this Agreement you, hereby direct any third party construing this Agreement, including without limitation any court, arbitrator, mediator, jury, or other party acting as a trier of fact or law:

(a) To conclusively presume that the restrictions set forth in this Paragraph 18.5 are reasonable and necessary in order to protect: (i) our legitimate interests, including our other franchisees and the integrity of the System; (ii) the confidentiality of our Confidential Information and Trade Secrets; (iii) our investment in the System; and (iv) the goodwill associated with the System.

(b) To conclusively presume that this Paragraph 18.5 was made freely and voluntarily by and between you and us, as two independent businesses, to whom we delivered good and adequate consideration, in an arms-length commercial transaction between skilled and experienced business operators.

(c) To conclusively presume that the restrictions set forth in this Paragraph 18.5 will not prevent you from earning a livelihood, whether during the Term of this Agreement or in the event of the termination or expiration of this Agreement.

(d) To construe this Paragraph 18.5 of this Agreement under laws governing distribution contracts between commercial entities in an arms-length business transaction and not under laws governing contracts of employment.

18.6 Remedies. This Article 18 is and has been a primary inducement to us to enter into this Agreement, and in the event of any breach of this Section 18 you acknowledge and agree that we would be irreparably injured and without adequate remedy at law. Therefore, in the event of a breach or a threatened or attempted breach of any provision of this Article 18, you agree that we are entitled, in addition to any other remedies we may have under this Agreement or at law or in equity, including the right to terminate this Agreement, to a preliminary and permanent injunction and a decree for specific performance of the terms of this Article 18 without the necessity of showing actual or threatened damage and without being required to furnish a bond or other security.

18.7 Construction, Modification, Choice of Law.

(i) In the event that this Article 18 of this Agreement is construed by a court, arbitrator, or other party acting as a trier of fact or law, you hereby direct such court, arbitrator, or other party to strictly construe all provisions contained in this Section 18 in favor of enforcement.

(ii) In the event that the covenants in this Article 18 of this Agreement is found to be invalid or unenforceable for any reason, you hereby direct such court, arbitrator, or other party to modify such provision to the minimum extent necessary to make it valid and enforceable, and you agree that such modification shall be deemed to have been a part of this Agreement as of the date of execution of this Agreement.

18.8 Covenants of Principals of Franchisee Entity. If you are a corporation, partnership, limited liability company, or other business entity, you will, simultaneously with your execution of this Agreement, cause all owners of equity in the Franchisee entity, and any persons who will serve as Managers of your Restaurant, including all replacement Managers, to execute the Covenants attached to this Agreement as Schedule “E”. All transferees must execute the Covenants as a condition to transfer or assignment of this Agreement.

19. **DISPUTE RESOLUTION AND CORRESPONDING PROCEDURES**

19.1 Mediation. All claims or disputes between Franchisee and Franchisor or their respective affiliates arising under, out of, in connection with or in relation to this Agreement, the parties’ relationship, the Franchised Business, or any of the parties’ respective rights and obligations arising out of this Agreement, must be submitted first to mediation prior to a hearing in binding arbitration (except as noted in Section 19.3 below). Such mediation will take place in Minneapolis, Minnesota (or Franchisor’s then-current headquarters) under the auspices of the Judicial Arbitration and Mediation Services (“JAMS”), in accordance with the JAM’s Commercial Mediation Rules then in effect. Franchisee may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Each party will bear their own costs of mediation and share equally the filing fee imposed by JAMS and the mediator’s fees. We reserve the right to specifically enforce Franchisor’s right to mediation. Prior to mediation, and before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor, which specifies in detail, the precise nature and grounds of such claim or dispute.

19.2 Arbitration. If not resolved by mediation and except as qualified below, any dispute between Franchisee and Franchisor or their respective affiliates arising under, out of, in connection with or in relation to this Agreement, the parties’ relationship, or the Franchised Business must be submitted to binding arbitration in Minneapolis, Minnesota (or Franchisor’s then-current headquarters) in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the Judicial Arbitration and Mediation Services (“JAMS”) then in effect. Any arbitration must be on an individual basis and the parties, and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any proceedings involving

their parties. In the event a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate will become null and void and the parties must submit all claims to the jurisdiction of the courts. The Federal Arbitration Act, as amended, will govern the rights and duties of the parties to this Agreement to resolve any disputes by arbitration. The following will supplement and, in the event of a conflict, govern any arbitration: The matter will be heard before a single arbitrator from the JAM's list of arbitrators. The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator must have at least 5 years of significant experience in franchise law. Each party must bear its own costs of arbitration; provided, however, that the neutral or the single arbitrator's fee will be shared equally by the parties.

The arbitrator's award must be rendered within seven (7) days of the close of the hearing and will include all fees, costs, and attorneys' fees for Franchisor if Franchisor is the prevailing party. The arbitrator will have no authority to determine class action claims and will have no authority to amend or modify the terms of the Agreement. To the extent permitted by applicable law, no issue of fact or law may be given preclusive or collateral estoppel effect in any arbitration, except to the extent such issue may have been determined in another proceeding between the parties.

Judgment upon the award of the arbitrator must be submitted for confirmation to a court of general jurisdiction in Hennepin County, Minnesota (or a court of general jurisdiction in the county of Franchisor's then- current headquarters), and, if confirmed, may be subsequently entered in any court having competent jurisdiction. The decision of the arbitrator(s) will be final and binding on all parties to the dispute; however, the arbitrator(s) may not under any circumstances: (1) stay the effectiveness of any pending termination of this Agreement; (2) assess punitive or exemplary damages, or (3) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business. This agreement to arbitrate will survive any termination or expiration of this Agreement.

19.3 Exceptions to Arbitration. Notwithstanding Section 19.2, the parties agree that the following claims will not be subject to arbitration:

(i) any action for declaratory or equitable relief, including, without limitation, seeking preliminary or permanent injunctive relief, specific performance, other relief in the nature of equity to enjoin any harm or threat of harm to such party's tangible or intangible property, brought at any time, including, without limitation, prior to or during the pendency of any arbitration proceedings initiated hereunder.

(ii) any claim of Franchisor of non-payment by Franchisee of any fee or other sum due by Franchisee to Franchisor.

19.4 Prior Notice of Claims. As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, Franchisee must notify Franchisor within thirty (30) days after the discovery of the violation or breach and grant Franchisor reasonable opportunity to cure any alleged default. Failure to timely give such notice will preclude any claim for damages.

19.5 Third Party Beneficiaries. Franchisor's officers, directors, shareholders, agents and/or employees are express third-party beneficiaries of this Agreement, each having authority to specifically enforce the right to mediate/arbitrate claims asserted against such person(s) by Franchisee.

19.6 No Right to Offset. Franchisee may not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Franchisee under this Agreement or any related agreements.

19.7 Venue. Nothing contained in this Agreement will prevent Franchisor or Franchisee from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard such party's interests. In the event of any litigation arising out of this Agreement or based upon the relationship between the parties, venue for any such litigation shall be any court of general jurisdiction in Hennepin County, Minnesota or the United States District Court sitting in Minneapolis, Minnesota. Franchisee hereby accepts and submits to, generally and unconditionally, for itself and with respect to its property, the jurisdiction of any such courts in any such action or proceeding and hereby waives, to the greatest extent permitted by applicable law defenses based on jurisdiction, venue, or forum non conveniens. The provisions of this Section 19.7 shall be self-executing and shall remain in full force and effect after the termination or expiration of this Agreement. Franchisee acknowledges that this Agreement has been entered into in the State of Minnesota, and that Franchisee is to receive valuable and continuing services emanating from Franchisor's headquarters in Minnesota, including but not limited to assistance, support, and the development of the System.

19.8 Limitation on Actions. The parties further agree that no cause of action arising out of or under this Agreement may be maintained by either party against the other unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after the complaining party becomes aware of facts or circumstances reasonably indicating that such party may have a claim against the other party hereunder, whichever occurs sooner, and that any action not brought within this period will be barred as a claim, counterclaim, defense or set-off.

19.9 Franchisee hereby waives the right to obtain any remedy based on the alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any arbitration, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.

19.10 Waiver of Punitive Damages. Franchisee hereby waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special, or consequential damages (including, without limitation, lost profits) against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, Franchisee's recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions will continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

19.11 Jury Trial Waiver. With respect to any proceeding not subject to arbitration, the parties hereby agree to waive trial by jury in any action, proceeding or counterclaim, whether at law or equity, regardless of which party brings suit. This waiver will apply to any matter whatsoever between the parties

hereto which arises out of or is related in any way to this Agreement, the performance of either party, and/or Franchisee's purchase from Franchisor of the franchise and/or any goods or services.

20. FRANCHISEE'S OWNERSHIP AND ORGANIZATION

20.1 Disclosure of Ownership Interests. Franchisee and each of its Owners represents, warrants, and agrees that Schedule "A" is current, complete and accurate. Franchisee agrees that updates to Schedule "A" attached hereto will be furnished promptly to Franchisor, so that Schedule "A" (as so revised and signed by Franchisee) is at all times current, complete, and accurate. Each Owner must be an individual acting in his or her individual capacity unless Franchisor waives this requirement.

20.2 Organizational Documents. If Franchisee is, or at any time becomes, a business corporation, partnership, limited liability company or other legal entity, Franchisee and each of its Owners represents, warrants and agrees that: (a) Franchisee is duly organized and validly existing under the laws of the state of its organization; (b) Franchisee has the authority to execute and deliver the Franchise Agreement and all related agreements and to perform its obligations under all such agreements; (c) the articles of incorporation, partnership agreement or other organizational documents recite that the issuance, transfer or pledge of any direct or indirect legal or beneficial ownership interest in Franchisee is restricted by the terms of the Franchise Agreement; and (d) all certificates representing direct or indirect legal or beneficial ownership interests now or hereafter issued bear a legend in conformity with applicable law reciting or referring to such restrictions.

21. TAXES, PERMITS AND INDEBTEDNESS

21.1 Taxes. Franchisee must promptly pay when due any and all federal, state, and local taxes including, without limitation, unemployment, and sales taxes, levied or assessed with respect to any services or products furnished, used, or licensed pursuant to this Agreement and all accounts or other indebtedness of every kind incurred by Franchisee in the operation of the business licensed hereunder.

21.2 Permits. Franchisee must 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 business licensed hereunder.

21.3 Full and Sole Responsibility for Debts and Obligations. 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 Franchised Business.

22. INDEMNIFICATION AND INDEPENDENT CONTRACTOR

22.1 Indemnification. Franchisee and Franchisee's Owners waive all claims against Franchisor for damages to property or injuries to persons arising out of the operation of the Franchised Business. Franchisee must fully protect, indemnify and hold Franchisor and its owners, directors, officers, successors and assigns and its affiliates harmless from and against any and all claims, demands, damages and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the operation of the Franchised Business (regardless of cause or any concurrent or contributing fault or negligence of Franchisor or its affiliates) or any breach by Franchisee or Franchisee's

failure to comply with the terms and conditions of this Agreement. Franchisee shall indemnify Franchisor for any liability arising from labor or employment law violations, including from Franchisee's acts and omissions and the acts and omissions of Franchisee's employees. Franchisor also reserves the right to select its own legal counsel to represent its interests, and Franchisee must reimburse Franchisor for its costs and attorneys' fees immediately upon Franchisor's request as they are incurred.

Franchisor waives all claims against Franchisee for damages to property or injuries to persons arising out of the operation of Franchisor's or affiliate owned businesses. Franchisor must fully protect, indemnify and defend Franchisee and its affiliates and hold Franchisee harmless from and against any and all claims, demands, damages and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the operation of Franchisor's company or affiliate owned franchises (regardless of cause or any concurrent or contributing fault or negligence of Franchisee) or any breach by Franchisor or Franchisor's failure to comply with the terms and conditions of this Agreement.

22.2 Cost of Enforcement or Defense. If Franchisor is required to hire an attorney or spend any money to enforce this Agreement or to defend against any claim because Franchisee has not performed its obligations under this Agreement, Franchisor will be entitled to recover reasonable attorneys' fees and other expenses in enforcing the obligation or in defending against the claim.

22.3 No Fiduciary Relationship; Independent Contractor Status. In all dealings with third parties including, without limitation, franchisees, employees, suppliers, and clients, Franchisee must disclose in an appropriate manner acceptable to Franchisor that it is an independent entity licensed by Franchisor. Nothing in this Agreement is intended by the parties neither to create a fiduciary relationship between them nor to constitute Franchisee as a subsidiary, joint venture, partner, agent, or employee of Franchisor for any purpose whatsoever. It is understood and agreed that Franchisee is an independent contractor and is in no way authorized to make any warranty or representation on behalf of Franchisor other than those contained in any disclosure document prepared by Franchisor for use by Franchisee, nor is Franchisee authorized to create any obligation or enter into any contract binding on Franchisor.

23. WRITTEN APPROVALS, WAIVERS, AND AMENDMENT

23.1 Approval Process. Whenever this Agreement requires Franchisor's prior approval, Franchisee must make a timely written request. Unless a different time period is specified in this Agreement, Franchisor will respond with its approval or disapproval within thirty (30) calendar days. In addition, Franchisor's approval will not be unreasonably withheld unless a different degree of discretion is specified in this agreement.

23.2 No Waiver. No failure of Franchisor to exercise any power reserved to it by this Agreement and no custom or practice of the parties at variance with the terms hereof will constitute a waiver of Franchisor's right to demand exact compliance with any of the terms herein. A waiver or approval by Franchisor of any particular default by Franchisee will not be considered a waiver or approval by Franchisor of any preceding or subsequent breach by Franchisee of any term, covenant, or condition of this Agreement.

23.3 Amendments. No amendment change, or variance from this Agreement will be binding upon Franchisor or Franchisee except by mutual written agreement. If an amendment of this Agreement is

executed at Franchisee's request, any legal fees or preparation cost in connection therewith must be paid by Franchisee.

23.4 Non-uniform Agreements. No warranty or representation is made by Franchisor that all other agreements with Bombay Pizza Kitchen franchisees heretofore or hereafter issued by Franchisor do or will contain terms substantially similar to those contained in this Agreement. Further, Franchisee recognizes and agrees that Franchisor may, due to local business conditions or otherwise, waive or modify comparable provisions of other franchise agreements granted to other Bombay Pizza Kitchen franchisees in a non-uniform manner, subject, however, to those provisions of this Agreement which require Franchisor to act toward its franchisees and franchise owners on a reasonably nondiscriminatory basis.

24. NOTICES

Any notice required to be given hereunder must be in writing and be mailed by registered or certified mail, hand-delivered by a recognized courier service, personally delivered, or telecopied and acknowledged by appropriate means. Notices to Franchisee must be addressed to it at the address listed on the first page of this Agreement. Notices to Franchisor must be addressed to Franchisor at: , Attention: Krishna Bommedi, CEO, 5015 Merrimac Ct. N., Plymouth, Minnesota 55446, with a copy to Joseph J. Gottlieb, Esq., Shires Peake & Gottlieb, LLC, 284 North Main St., Alpharetta, Georgia 30009. Either party may modify or change its address for delivery of notice by notifying the other party in writing in a timely manner of such modification or change. Any notice complying with the provisions hereof will be deemed received five days after the date of mailing or on the actual date of receipt, as the case may be, whichever is earlier.

25. GOVERNING LAW

All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. Sections 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, this Agreement, the franchise, and all claims arising from the relationship between Franchisor and Franchisee (and/or any of our affiliates) and Franchisee will be governed by the laws of the State of Minnesota, without regard to its conflicts of laws rule, excluding any law regulating the sale of franchises or governing the relationship between a franchisor and franchisee, unless the jurisdictional requirements of such laws are met independently without reference to this section.. This Agreement will become a valid and enforceable contract when we accept it and sign it in Plymouth, Minnesota. Franchisee and Franchisor expressly agree that this Agreement has been made in the State of Minnesota, that substantially all performance of the obligations hereunder has been and will be rendered in the State of Minnesota, and that there is a regular stream of business activity between Franchisee and franchisor from and into the State of Minnesota.

26. SEVERABILITY AND CONSTRUCTION

26.1 Severability. Should any provision of this Agreement be for any reason held invalid, illegal, or unenforceable, such provision will be deemed restricted in application to the extent required to render it valid, and the remainder of this Agreement will in no way be affected and will remain valid and enforceable for all purposes, both parties hereto declaring that they would have executed this Agreement without inclusion of such provision. In the event such total or partial invalidity or unenforceability of any

provision of this Agreement exists only with respect to the laws of a particular jurisdiction, this Article 26 will 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 effectuate fully the provisions hereof. Franchisee understands and acknowledges that Franchisor will have the right to reduce the scope of any covenant of this Agreement binding upon Franchisee, or any portion hereof, 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 will be fully enforceable.

26.2 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, but such counterparts together will constitute one and the same instrument.

26.3 Headings and Captions. The headings and captions contained herein are for the purposes of convenience and reference only and are not to be construed as part of this Agreement. All terms and words used herein will be construed to include the number and gender as the context of this Agreement may require. The parties agree that each section of this Agreement will be construed independently of any other section or provision of this Agreement.

26.4 Interpretation of Rights and Obligations. The following provisions apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties.

26.5 Franchisor's Rights. Whenever this Agreement provides that Franchisor has a certain right, that right is absolute, and the parties intend that Franchisor's exercise of that right will not be subject to any limitation or review. Franchisor has the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify any express limitations set forth in this Agreement.

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

27. ENTIRE AGREEMENT

This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this

or in any related agreement, however, is intended to disclaim the representations Franchisor made in the franchise Disclosure Document it furnished to Franchisee.

28. FORCE MAJEURE

In the event of an act of God, terror, war, insurrection, civil commotion, strike, lockout, or embargo; or lack of materials or telephone transmissions specified or reasonably necessary in connection with the operation of your Franchised Business or the System; or fire, unavoidable casualties, and any other occurrence, event, or condition beyond the reasonable control of Franchisee or Franchisor, whichever is applicable (a “Force Majeure”), Franchisor or Franchisee, as applicable, will be relieved of their respective obligations to the extent that Franchisee or Franchisor are necessarily prevented, or materially hindered or delayed, in such performance during the period of such Force Majeure. The party whose performance is affected by a Force Majeure shall give prompt written notice to the other party of such Force Majeure.

29. ACKNOWLEDGMENTS

29.1. The Franchisee acknowledges that it has conducted an independent investigation of the business licensed hereunder to the extent of the Franchisee’s desire to do so, and the 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 businessman. The Franchisor expressly disclaims the making of, and the Franchisee acknowledges that it has not received, any warranty or guarantee, express or implied, that the Franchisee will be successful in this venture or that the business will attain any level of sales volume, profits, or success.

29.2 The Franchisee acknowledges and agrees that: (i) all obligations of Franchisor under this Agreement are owed by Franchisor alone; and (ii) no other entity, including without limitation Franchisor’s and our affiliates’ directors, officers, shareholders, partners, members, employees, agents, or attorneys shall be subject to liability under this Agreement.

29.3 The Franchisee acknowledges that it and each of its owners has received, fully read, and understood, and all questions have been answered regarding, a copy of Franchisor’s Franchise Disclosure Document with all exhibits at least fourteen (14) calendar days prior to signing any binding documents or paying any sums.

29.4 The Franchisee understands, acknowledges, and agrees that there may be instances where Franchisor has varied, or will vary, the terms on which Franchisor offers franchises, the charges Franchisor (and/or Franchisor’s affiliates) make or otherwise deal with our franchisees to circumstances of a particular transaction, the particular circumstances of that franchisee, or otherwise.

29.5 The Franchisee acknowledges that it has not received nor relied on (nor has Franchisor or any representative of Franchisor provided, except as may have been contained in the Franchise Disclosure Document received by Franchisee): (i) any sales, income or other projections of any kind or nature; or (ii) any statements, representations, charts, calculations or other materials which stated or suggested any levels or range of sales, income, profits or cash flow; or (iii) any

representations as to any profits Franchisee may realize in the operations of the franchise business or any working capital or other funds necessary to reach any “break- even” or any other financial levels.

29.6 Variances. Franchisee acknowledges and agrees that: i) Franchisor may from time to time approve exceptions or changes to the standards and specifications of the System (including without limitation the amount and payment terms of any fee) that Franchisor deems necessary or desirable under particular circumstances (the “Variances”); Franchisee will have no right to require Franchisor to disclose any Variances to Franchisee or grant Franchisee the same or similar Variances; and (iii) other franchisees, whether existing now or in the future, may operate under different forms of agreement, and that as a result their rights and obligations may differ materially from yours.

29.7 The Franchisee acknowledges that it (and each of its owners, if an entity) has had the opportunity and has been advised us to have this Agreement and all other documents reviewed by its own attorney, accountant or and/or other advisor, and that Franchisee has read, understood, had an opportunity to discuss, and agrees to each provision of this Agreement. Franchisee agrees that it has been under no compulsion to sign this Agreement.

30. NO IMPLIED COVENANT

Franchisee and Franchisor have negotiated the terms of this Agreement and agree that neither party shall claim the existence of an implied covenant of good faith and fair dealing to contravene or limit any express written term or provision of this Agreement.

31. SUBMISSION OF AGREEMENT

Submission of this Agreement to Franchisee does not constitute an offer to enter into a contract. This Agreement will become effective only on its execution by Franchisee and Franchisor and will not be binding on Franchisor unless and until it is signed by Franchisor’s authorized officer and delivered to you.

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SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Agreement, which may be executed in duplicate the day and year first above written.

Franchisor:

BPK FRANCHISORS, LLC

By: _____
Krishna Bommidi, CEO

Franchisee:

By: _____

Print Name and Title

**FRANCHISE AGREEMENT
SCHEDULE "A"**

**INITIAL FRANCHISE FEE, TERRITORY, APPROVED LOCATION,
AND FRANCHISEE OWNERSHIP**

1. Initial Franchise Fee:
2. Description of Territory:
3. Franchisee's Principal Business Address, Telephone Number, and Facsimile Number:

Tel.: _____
Fax: _____

4. Address of Approved Location:
5. Name and Address of Each Owner of Franchisee and Percentage of Ownership:

_____ %
_____ %

6. Form of Franchisee (check applicable entity):

_____ Corporation;
_____ Partnership;
_____ Limited Partnership;
_____ Limited Liability Company;
_____ Sole Proprietorship;
Other (Specify) _____

Organized Under the Laws of the State or Commonwealth of: _____

FRANCHISE AGREEMENT

SCHEDULE "B"

RIDER TO THE BPK FRANCHISORS, LLC AGREEMENT FOR USE IN CALIFORNIA

THIS RIDER is made and entered into on _____, 202____ (the "Effective Date") by and between **BPK FRANCHISORS, LLC**, a Minnesota limited liability company ("we," "us," or, "our"), and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] _____, _____ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 202____ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in California or the Bombay Pizza Kitchen franchise that you will operate under the Franchise Agreement will be located in California, and/or (b) you are domiciled in California.
2. In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-3516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §§20000-20043, the Franchise Agreement is amended as follows:

The California Franchise Relations Act provides rights to Franchisee concerning termination or non-renewal of the Franchise Agreement, which may supersede provisions in the Franchise Agreement. Section 19, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*). Section 16.1 contains a covenant not to compete that extends beyond the expiration or termination of the Agreement; this covenant may not be enforceable under California Law. The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law. The Franchise Agreement requires application of the laws of a state other than California. This provision might not be enforceable under California law. Section 20.8 requires binding arbitration. The arbitration will occur at the forum indicated in Section 20.8, with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside of the State of California.

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

In California, the maximum interest permitted by law is 10% annually.

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim

of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date.

BPK Franchisors, LLC

By: _____
Krishna Bommidi, CEO

FRANCHISE OWNER

[Print Name of Franchise Entity]

By: _____
[Signature of person signing
on behalf of entity]

Title of Signatory: _____

**RIDER TO THE BPK FRANCHISORS, LLC
FRANCHISE AGREEMENT FOR USE IN ILLINOIS**

THIS RIDER is made and entered into on _____, 202__ (the “Effective Date”) by and between **BPK FRANCHISORS, LLC**, a Minnesota limited liability company (“we,” “us,” or “our”), and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] _____, _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 202__ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Illinois and the Bombay Pizza Kitchen franchise that you will operate under the Franchise Agreement will be located in Illinois, and/or (b) you are domiciled in Illinois.
2. Illinois law governs the agreements between the parties to this franchise.
3. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.
4. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
6. Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor’s financial condition.
7. No statement, questionnaire or acknowledgement 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date.

BPK Franchisors, LLC

By: _____
Krishna Bommidi, CEO

FRANCHISE OWNER

[Print Name of Franchise Entity]

By: _____
[Signature of person signing
on behalf of entity]
Title of Signatory: _____

**RIDER TO THE BPK FRANCHISORS, LLC
FRANCHISE AGREEMENT FOR USE IN MARYLAND**

THIS RIDER is made and entered into on _____, 202__ (the “Effective Date”) by and between **BPK FRANCHISORS, LLC**, a Minnesota limited liability company (“we,” “us,” or, “our”), and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] _____, _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Bombay Pizza Kitchen Franchise Agreement dated _____, 202__ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Maryland, and/or (b) the Bombay Pizza Kitchen franchise that you will operate under the Franchise Agreement will be located in Maryland.

2. Section VI A of the Franchise Agreement is amended to provide the following: Based on the Franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the Franchisor completes its pre-opening obligations under the franchise agreement.

3. **NON-WAIVER.** The following is added to the Franchise Agreement:

These acknowledgments are not intended to act, nor shall they act, as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. **RELEASES.** The following is added to Franchise Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

5. **TERMINATION.** The following is added to the Franchise Agreement:

however, we and you acknowledge that certain aspects of this provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

6. **GOVERNING LAW.** The Franchise Agreement is amended with the following:

All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal law, this Agreement, the Franchise, and all claims arising from the relationship between us and you will be governed by the laws of the State of Georgia, without regard to its conflict of laws rules, except that (1) any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Sub-section and (2) Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

7. **CONSENT TO JURISDICTION.** The Franchise Agreement amended with the following:

Subject to the above and the provisions below, we and you (and your owners) agree that all actions arising under this Agreement or otherwise as a result of the relationship between you and us must be commenced in the state or federal court of general jurisdiction which is closest to where our principal office then is located, and we and you (and each owner) irrevocably consent to the jurisdiction of those courts and waive any objection to either the jurisdiction of or venue in those courts. Nonetheless, we and you (and your owners) agree that any of us may enforce any arbitration orders and awards in the courts of the state or states in which you are domiciled, or the franchised business is located. Notwithstanding the foregoing, you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

8. **LIMITATIONS OF CLAIMS.** The Franchise Agreement is amended with the following:

provided, however, that this limitation of claims shall not act to reduce the 3-year statute of limitations afforded you for bringing a claim under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date.

BPK Franchisors, LLC,
A Minnesota limited liability company

By: _____
Krishna Bommidi, CEO

FRANCHISEE

By: _____

Title: _____

**RIDER TO THE BPK FRANCHISORS, LLC
FRANCHISE AGREEMENT FOR USE IN MINNESOTA**

THIS RIDER is made and entered into on _____, 202__ (the “Effective Date”) by and between **BPK FRANCHISORS, LLC**, a Minnesota limited liability company (“we,” “us,” or, “our”), and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Bombay Pizza Kitchen Franchise Agreement dated _____, 20__ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the Bombay Pizza Kitchen franchise that you will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Minnesota.

2. **RELEASES.** The following is added to the Franchise Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. **RENEWAL AND TERMINATION.** The following is added to the Franchise Agreement:

However, with respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of this Agreement.

4. **GOVERNING LAW.** The Franchise Agreement is amended with the following:

All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal law, this Agreement, the Franchise, and all claims arising from the relationship between us and you will be governed by the laws of the State of Georgia, without regard to its conflict of laws rules, except that (1) any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Sub-section and (2) nothing in this Agreement will abrogate or reduce any of your rights under Minnesota Statutes Chapter 80C or your right to any procedure, forum or remedies that the laws of the jurisdiction provide.

5. **CONSENT TO JURISDICTION.** Section XXX1 C. of the Franchise Agreement is deleted and replaced with the following:

We and you (and your owners) agree that all actions arising under this Agreement or otherwise as a result of the relationship between you and us must be commenced in the state or federal court of general jurisdiction which is closest to where our principal office then is located, and we and you (and each owner) irrevocably consent to the jurisdiction of those courts and waive any objection to either the jurisdiction of or venue in those courts. Nonetheless, we and you (and your owners) agree that any of us may enforce any arbitration orders and awards in the courts of the state or states in which you are domiciled or the franchised business is located. Notwithstanding the foregoing, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us, except in certain specified cases, from requiring litigation to be conducted outside Minnesota. Nothing in the Agreement shall abrogate or reduce any of your rights under Minnesota Statutes Chapter 80C or your right to any procedure, forum or remedies that the laws of the jurisdiction provide.

6. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.** To the extent required by the Minnesota Franchises Law, any restrictions as to punitive damages or jury trials is deleted.

7. **INJUNCTIVE RELIEF.** The Franchise Agreement is amended with the following:

Nothing in this Agreement bars our right to obtain specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause us, the Marks, and/or the Franchise System loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions (subject to our obligation to arbitrate the underlying claim if required by this Agreement). You agree that we may seek such injunctive relief in addition to such further or other relief as may be available by law or in equity. You agree that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby).

8. **LIMITATIONS OF CLAIMS.** The following is added to the Franchise Agreement:

Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than 3 years after the cause of action accrues.

9. Section VI E. is amended to state the following: NSF Checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

10. The payment of the Initial Franchise Fee is deferred until Franchisor has fulfilled its pre-opening obligations to Franchisee and the franchised business has opened

11. No statement, questionnaire or acknowledgement 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date.

BPK Franchisors, LLC,
a Minnesota limited liability company

By: _____
Krishna Bommidi, CEO

FRANCHISEE

[Print Name of Franchise Entity]

By: _____
[Signature of person signing
on behalf of entity]

Title of Signatory: _____

**RIDER TO THE BPK FRANCHISORS, LLC
FRANCHISE AGREEMENT
FOR USE IN NEW YORK**

THIS RIDER is made and entered into on _____, 202____ (the “Effective Date”) by and between **BPK FRANCHISORS, LLC**, a Minnesota limited liability company (“**we**,” “**us**,” or, “**our**”), and _____, a _____ **[corporation, limited liability company, general partnership, or limited partnership]** formed under the laws of the State of _____, **[or a sole proprietorship]** _____, _____ (“**you**” or “**your**”).

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of New York; (b) Franchisee is a resident of the State of New York; and/or (c) the Superglass Windshield Repair franchise will be located or operated in the State of New York.
2. Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680 - 695 may not be enforceable.
3. Any provision in the Franchise Agreement requiring Franchisee to sign a general release of claims against Franchisor does not release any claim Franchisee may have under New York General Business Law, Article 33, Sections 680-695.
4. Franchisor will not assign its rights under the Franchise Agreement except to an assignee who in Franchisor's good faith and judgment is willing and able to assume Franchisor's obligations under the Franchise Agreement.
5. Notwithstanding the foregoing, the New York Franchises Law shall govern any claim arising under that law.
6. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.
7. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date.

BPK Franchisors, LLC,
a Minnesota limited liability company

By: _____
Krishna Bommidi, CEO

FRANCHISEE

[Print Name of Franchise Entity]

By: _____
[Signature of person signing
on behalf of entity]

**RIDER TO THE BPK FRANCHISORS, LLC
FRANCHISE AGREEMENT FOR USE IN RHODE ISLAND**

THIS RIDER is made and entered into on _____, 202____ (the "Effective Date") by and between **BPK FRANCHISORS, LLC**, a Minnesota limited liability company ("we," "us," or, "our"), and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] _____, _____ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20____ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Rhode Island and the Bombay Pizza Kitchen franchise that you will operate under the Franchise Agreement will be located in Rhode Island; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Rhode Island.

2. Section XXXI of the Franchise Agreement is amended with the following:

All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal law, this Agreement, the Franchise, and all claims arising from the relationship between us and you will be governed by the laws of the State of Georgia, without regard to its conflict of laws rules, except that (1) any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Sub-section and (2) to the extent required by applicable law, Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act.

Subject to the above and the provisions below, we and you (and your owners) agree that all actions arising under this Agreement or otherwise as a result of the relationship between you and us must be commenced in the state or federal court of general jurisdiction which is closest to where our principal office then is located, and we and you (and each owner) irrevocably consent to the jurisdiction of those courts and waive any objection to either the jurisdiction of or venue in those courts. Nonetheless, we and you (and your owners) agree that any of us may enforce any arbitration orders and awards in the courts of the state or states in which you are domiciled or the Franchised business is located. Notwithstanding the foregoing, to the extent required by applicable law, you may bring an action in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date.

BPK Franchisors, LLC
A Minnesota limited liability company

By: _____
Krishna Bommidi, CEO

FRANCHISEE

[Print Name of Franchise Entity]

By: _____
[Signature of person signing
on behalf of entity]

Title of Signatory: _____

**RIDER TO THE BPK FRANCHISORS, LLC
FRANCHISE AGREEMENT FOR USE IN VIRGINIA**

THIS RIDER is made and entered into on _____, 202____ (the “Effective Date”) by and between **BPK FRANCHISORS, LLC**, a Minnesota limited liability company (“we,” “us,” or, “our”), and _____, a _____ **[corporation, limited liability company, general partnership, or limited partnership]** formed under the laws of the State of _____, **[or a sole proprietorship]** _____, _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20____ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Virginia and the Bombay Pizza Kitchen franchise that you will operate under the Franchise Agreement will be located in Virginia; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Virginia.

2. Section VI (A) of the Franchise Agreement is amended to add the following, “The payment of the Initial Fee and other payments is deferred until Franchisor has met its pre-opening obligations to Franchisee.”

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date.

BPK Franchisors, LLC,
a Minnesota limited liability company

By: _____
Krishna Bommidi, CEO

FRANCHISEE

[Print Name of Franchise Entity]

By: _____
[Signature of person signing
on behalf of entity]
Title of Signatory: _____

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT, and RELATED AGREEMENTS

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____, 20_____.

FRANCHISEE: _____

FRANCHISOR: BPK Franchisors, LLC

Signature: _____

Signature: _____
Krishna Bommidi, CEO

Print Name: _____

Title: _____

**FRANCHISE AGREEMENT
SCHEDULE “C”**

ELECTRONIC FUNDS AUTHORIZATION

- a) As of the effective date of the Franchise Agreement (the “Agreement”) and throughout the term of the Agreement, Franchisee agrees to establish and maintain a segregated bank account at a bank or other financial institution which Franchisor approves (the “Bank Account”). Franchisee may, in Franchisor’s discretion, be required to establish and maintain an electronic funds transfer account (“EFT Account”) and Franchisor or any affiliate may withdraw funds from the EFT Account in the amount of the Royalty, Brand Fund Contribution, and any other amounts due to Franchisor or any affiliates of Franchisor. Withdrawals may be made on the first business day the Royalty, Brand Fund Contribution, or any other amounts defined in the Agreement become due or on any succeeding day thereafter and if applicable, the amount of the withdrawal will be based on Gross Revenues, as indicated in the Royalty Report. The Bank Account must be established and maintained solely for the purposes set forth in the Agreement and the Operating Manual.
- b) All Gross Revenues, as defined in the Agreement, shall be deposited into the Bank Account. Check stubs, bank statements and other records must be available for review in the event of an audit. Franchisee may use the BOMBAY PIZZA KITCHEN® logo on trust or bank account checks, but only as part of the trade name and a statement that the Franchised Business is an “independently owned and operated Bombay Pizza Kitchen business” must appear on the face of all such checks.
- c) If Franchisor so requires, Franchisee agrees to instruct the institution holding the Bank Account to allow Franchisor or its affiliates access to the Bank Account for collection of Royalties and all other fees and payments provided for in the Agreement, as well as access to any and all records Franchisor deems necessary to review. The Bank Account must have the capacity to make payments and receive credits through electronic debiting. Franchisee hereby grants to Franchisor or its affiliates the right upon Franchisor’s election to debit the Bank Account (electronically or otherwise) for Royalties, Brand Fund Contributions or any other amounts due and any and all amounts Franchisee owes Franchisor or its affiliates under the Agreement and Franchisee agrees to execute whatever documents the institution holding the Bank Account and Franchisor’s financial institutions may require for this purpose. Under no circumstances will Franchisor’s access to the Bank Account be deemed Franchisor’s control or the joint control of the Bank Account. Franchisee shall execute and/or provide any documents or information necessary to fulfill these requirements.
- d) Franchisee agrees to continuously maintain a minimum balance in the Bank Account adequate to cover the Franchisee’s obligations under the Agreement or some higher continuous minimum balance as Franchisor deems reasonably necessary. Franchisee agrees to reimburse Franchisor for all costs Franchisor incurs in collecting or attempting to collect funds due to Franchisor and/or its affiliates from the Bank Account (for example and without limitation, charges for insufficient funds, uncollected funds or other discrepancies in deposits or maintenance of the Bank Account balance as required by the terms of the Agreement).
- e) Franchisor will notify Franchisee of the date and amount of each debit Franchisor makes from Franchisee’s Bank Account at the time and in the manner specified in the Confidential Operating Manual.

- f) The Bank Account must be established so that Franchisor can audit it at any time upon notice to Franchisee. If an electronic funds transfer system enabling Franchisor to electronically debit Franchisee's Bank Account is not functioning at any time for any reason, Franchisee agrees to ensure that Franchisor and/or its affiliates otherwise receive payment for any and all amounts due Franchisor and/or its affiliates and by the date due, in the form of a check, money order or any other form acceptable to Franchisor.
- g) Upon the termination or expiration of the Agreement, Franchisee agrees to keep the Bank Account open and to continue Franchisor's ability to debit the Bank Account until Franchisee has satisfied all financial obligations to Franchisor and its affiliates.

Franchisee:

By: _____

BPK Franchisors, LLC

By: _____
Krishna Bommidi, CEO

**FRANCHISE AGREEMENT
SCHEDULE "D"**

PERSONAL GUARANTY OF FRANCHISEE'S PRINCIPAL OWNERS

THIS GUARANTY is given this _____ day of _____, 20 _____

By (list each guarantor):

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "Agreement") on this date by BPK Franchisors, LLC ("us," "we," or "our"), each of the undersigned personally and unconditionally (a) guarantees to us and our successors and assigns, for the term of the Agreement (including any extensions, renewals and modifications thereof) and afterward as provided in the Agreement, that _____

("Franchisee") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including any amendments or modifications of the Agreement) and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications of the Agreement), both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the non-competition, confidentiality, transfer, and arbitration requirements.

Each of the undersigned consents and agrees that: (i) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (ii) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (iii) this liability will not be contingent or conditioned upon our pursuit of any remedies against Franchisee or any other person; (iv) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may from time to time granted to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Franchisee or its owners, and for so long as we have any cause of action against Franchisee or its owners; and (v) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty; and (ii) acceptance and notice of acceptance by us of his or her undertakings under this Guaranty, notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest and notice of default to

any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices to which he or she may be entitled.

If we are required to enforce this Guaranty in a judicial or arbitration proceeding, and prevail in such proceeding, we shall be entitled to reimbursement of our costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse us for any of the above- listed costs and expenses we incur.

Subject to the arbitration obligations and the provisions below, each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between us and the undersigned, must be commenced in the state or federal court of general jurisdiction in whose district our headquarters is then located and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that we may enforce this Guaranty and any arbitration orders and awards in the courts of the state or states in which he or she is domiciled.

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

SIGNATURES OF EACH GUARANTOR	Percentage of Ownership IN FRANCHISEE
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**FRANCHISE AGREEMENT
SCHEDULE "E"**

CONFIDENTIALITY, NON-USE AND NON-COMPETITION AGREEMENT

This Confidentiality, Non-Use and Non-Competition Agreement ("Agreement"), dated this ____ day of _____, by and between BPK Franchisors, LLC ("Franchisor") having an address at 5015 Merrimac Ct. N, Plymouth, Minnesota 55446 and _____ having an address at _____ ("Franchisee"); and _____ Franchisee's owners, having an address at _____ ("Owners").

W I T N E S S E T H:

WHEREAS, Franchisor is principally engaged in the business of developing and selling franchised restaurant businesses that sell Indian style Pizza and other Indian influenced menu items under the name Bombay Pizza Kitchen ; and

WHEREAS, Franchisee is an individual or enterprise which has entered into a Franchise Agreement with Franchisor ("Franchise Agreement") for the operation of a BOMBAY PIZZA KITCHEN restaurant business ("Franchised Business");

WHEREAS, if Franchisee is an enterprise, Franchisee's Owners agree to be bound by the terms and conditions of this Agreement; and

WHEREAS, during the course of the relationship between Franchisor and Franchisee certain information may be provided to and received by Franchisee and its Owners relating to Franchisor, including without limitation certain information, knowledge, know-how, methods and procedures some of which constitutes trade secrets under applicable law regarding the Franchisor and its affiliates, and the development, management and operation of BOMBAY PIZZA KITCHEN businesses, which Franchisor and its affiliates consider proprietary, (collectively the "Confidential Information"), including without limitation:

- (a) Site selection criteria;
- (b) The Confidential Operations Manual and other training and operations materials and manuals;
- (c) Methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating the BOMBAY PIZZA KITCHEN business;
- (d) Advertising, marketing and promotional programs for the System, including Advertising Materials, Social Media Materials and use of Social Media Platforms;
- (e) Knowledge of specifications for and Suppliers of Operating Assets, products, supplies, any computer software and similar technology which is proprietary to Franchisor or its Affiliates including without limitation, digital passwords and identifications and any source code as well as data, reports and other printed materials;

(f) Knowledge of the operating results and financial performance of BOMBAY PIZZA KITCHEN businesses other than the Franchised Business; and

(g) Graphic designs and related intellectual property.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. Acknowledgments.

(a) Franchisee and its Owners acknowledge that Franchisee and its Owners have been and/or will be given access to Confidential Information during the course of the relationship between Franchisee and Franchisor.

(b) Franchisee and its Owners acknowledge that (i) Franchisor and its affiliates own all right, title and interest in and to the System; (ii) the System consists of trade secrets, Confidential Information and know-how that gives the Franchisor and its affiliates a competitive advantage; (iii) the Franchisor and its affiliates have taken all measures necessary to protect the trade secrets, Confidential Information and know-how comprising the System; (iv) all Confidential Information now or hereafter provided or disclosed to Franchisee and its Owners regarding the System is disclosed in confidence; (v) Franchisee and its Owners have no right to disclose any Confidential Information to anyone who is not an employee, agent or independent contractor of Franchisee; (vi) Franchisee and its Owners will not acquire any ownership interest in the System; and (vii) the use or duplication of the System or any part of the System by Franchisee and its Owners in any other business would constitute an unfair method of competition, for which Franchisor would be entitled to all legal and equitable remedies, including injunctive relief without posting a bond.

2. Non-Disclosure and Return of Confidential Information.

(a) Franchisee and its Owners pledge and agree that for a period commencing on the date of this Agreement and continuing thereafter, in the absence of prior written consent by Franchisor they: (i) will keep all Confidential Information in strict confidence; (ii) will not communicate or disclose Confidential Information to any individual or entity; (iii) will not use the Confidential Information for any purpose other than as directed by and needed for Franchisor's use; (iv) will not reproduce or use the Confidential Information; and (v) will have a system in place to ensure that all recipients who require access to any of the Confidential Information, execute the Confidentiality, Non-use and Non-Competition Agreement Form in the form attached to the Franchise Agreement as Schedule "F" thereto.

(b) Confidential Information provided by Franchisor and/or its Affiliates to Franchisee and its Owners in the course of the parties' relationship shall be returned promptly to Franchisor upon termination of the Franchise Agreement. Franchisee and its Owners shall not retain any book, record, report, design, plan, material, copy, note, abstract, compilation, summary, extract or other reproduction, whether in paper or electronic form, of the Confidential Information, except as the parties hereto may agree in writing.

3. Covenants.

(a) Franchisee and its Owners acknowledge and agree that Franchisor has granted it the franchise in consideration of and reliance upon the agreement by Franchisee and its Owners to, among

other things, to: (i) deal exclusively with Franchisor; (ii) maintain the confidentiality of all of the Confidential Information; (iii) ensure that all recipients with access to the Confidential Information execute the Confidentiality, Non-Use and Non-Competition Agreement in the Form attached hereto as Schedule "F"; (iv) refrain from using any Confidential Information in any manner not permitted by Franchisor in accordance with Section 2 above; and (v) protect and preserve the goodwill of the Franchisor.

(b) Franchisee and its Owners further acknowledge and agree that (i) pursuant to the Franchise Agreement, they will have access from the Franchisor and its affiliates to valuable trade secrets, specialized training and Confidential Information regarding the development, operation, management, purchasing, sales and marketing methods and techniques of the System; (ii) the System and the opportunities, associations, and experience established by Franchisor and acquired by Franchisee and its Owners under the Franchise Agreement are of substantial and material value; (iii) in developing the System, Franchisor and its affiliates have made and continue to make substantial investments of time, technical and commercial research and money; (iv) the Franchisor would be unable to adequately protect the System and its trade secrets and Confidential Information against unauthorized use or disclosure and would be unable to adequately encourage a free exchange of ideas and information about Bombay Pizza Kitchen franchises if franchisees were permitted to hold interests in Competitive Businesses; and (v) restrictions on the right of Franchisee and its Owners to hold interests in or perform services for, Competitive Businesses will not unreasonably or unnecessarily hinder the activities of Franchisee and its Owners.

(c) Accordingly, Franchisee and its Owners covenant and agree that during the term of this Agreement and for an uninterrupted period of two (2) years after the later of: (i) the termination (regardless of the cause for termination) or expiration of the Franchise Agreement; or (ii) a Transfer, as defined in the Franchise Agreement, Franchisee and each of its Owners shall not directly or indirectly for itself or through on behalf of or in conjunction with any person, firm, partnership corporation or other entity in any manner whatsoever:

(i) Divert or attempt to divert any actual or potential business or customer of the Franchised Business to any competitor;

(ii) Take any action injurious or prejudicial to the goodwill associated with the Principal Trademarks and the System;

(iii) Employ, recruit or seek to employ any person who is then employed or who was employed within the immediately preceding twenty-four (24) months, by Franchisor, its Affiliates or any Bombay Pizza Kitchen franchisee or develop, or otherwise directly or indirectly induce such person to leave his or her employment without obtaining the employer's prior written permission;

(iv) Solicit, encourage or assist anyone else to solicit or encourage any independent contractor providing services to Franchisor to terminate or diminish their relationship with Franchisor; or

(v) Own, maintain, develop, operate, engage in, franchise or license, make loans or gifts to or have any direct or indirect interest in or render services as a director, officer, manager, employee, consultant, representative, or agent or give advice to any Competitive Business (as defined below).

4. During the term of the Franchise Agreement, there is no geographical limitation on these restrictions, meaning that Franchisee and each of its Owners shall not engage in the conduct referred to in subsection 3(c) at any location. During the two year period following the later of: (i) the termination (regardless of the cause for termination) or expiration of the Franchise Agreement; or (ii) a Transfer, as defined in the Franchise Agreement, these restrictions shall apply:

- (a) at the location of the Franchised Business;
- (b) within the Territory assigned to the Franchised Business and within ten (10) miles of the outer boundaries of the Territory assigned to the Franchised Business;
- (c) within ten (10) miles of the location of any Bombay Pizza Kitchen business;
- (d) within the territory assigned to any BOMBAY PIZZA KITCHEN business and within ten (10) miles of the outer boundaries of the territory assigned to any BOMBAY PIZZA KITCHEN business; owned, in operation, under development or to be developed (i) as of the date of the Franchise Agreement; (ii) as of the date of termination (regardless of the cause for termination) or expiration of the Franchise Agreement or a Transfer, as defined in the Franchise Agreement.
- (e) Franchisee and its Owners further covenant and agree that for a period of two (2) years following the expiration or termination (regardless of the cause for termination) of the Franchise Agreement, or a Transfer, as defined in the Franchise Agreement, Franchisee and its Owners will not either directly or indirectly for itself or through, on behalf of or in conjunction with any person, firm, partnership, corporation or other entity, sell, assign, lease or transfer the location of the Franchised Business to any person, firm, partnership corporation or other entity that Franchisee or its Owners know or has reason to know intends to operate a Competitive Business at the location of the Franchised Business.
- (f) Franchisee and its Owners covenant not to engage in any activity which might injure the goodwill of the Principal Trademarks or the System at any time. This provision shall survive termination of the Franchise Agreement.
- (g) Franchisee and its Owners expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, Franchisor's enforcing the covenants made in this Section 3 will not deprive Franchisee or its Owners of their personal goodwill or ability to earn a living.

(h) Franchisee and its Owners agree and acknowledge that each of the covenants contained herein are reasonable limitations as to time, geographical area and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the know-how, reputation, goodwill and other legitimate business interests of Franchisor and its affiliates. Franchisee and its Owners also agree and acknowledge that Franchisor's legitimate business interests include but are not limited to: (i) maintaining the confidential nature of the Confidential Information; (ii) preserving the Franchisor's ability to develop franchises at or near the Franchisee's former Franchised Business location, within the Territory assigned to Franchisee's Franchised Business and within the territorial boundaries of the restrictive covenant described above in subsection 3(d); (iii) preventing potential customer confusion; (iv) protecting other franchisees from competition from Franchisee and its Owners; and (v) protecting the System as a whole including the franchisee network. If any provision of this Section 3 (including any

sentences, clauses, or any part thereof) shall be held contrary to law or incomplete or unenforceable in any respect, the remaining provisions shall not be affected but shall remain in full force and effect; any invalidated provisions shall be severed, and this Agreement modified to the extent necessary to render it valid and enforceable.

(i) Franchisor shall have the right to reduce the scope of any covenant contained in this Section 3 effective immediately upon the receipt by Franchisee and its Owners of written notice and Franchisee and its Owners agree to comply forthwith with any covenants as so modified which will be enforceable notwithstanding the provisions of Section 6.

5. Enforcement. Franchisee and its Owners acknowledge that violation of the provisions of this Agreement would result in immediate and irreparable injury to Franchisor and its affiliates for which no adequate remedy at law will be available. Accordingly, Franchisee and its Owners hereby consent to the entry of an injunction procured by Franchisor and/or its Affiliates prohibiting any conduct by Franchisee and its Owners in violation of the terms, covenants and/or restrictions on the use of Confidential Information set forth in this Agreement without the need of a bond. Franchisee and its Owners expressly agree that it may conclusively be presumed in any legal action that any violation of the terms, covenants and/or restrictions of this Agreement was accomplished by and through the unlawful utilization of the Confidential Information. Further, Franchisee and its Owners expressly agree that any claims Franchisee may have against Franchisor and its affiliates, whether or not arising from this Agreement, will not constitute a defense to the enforcement of the terms, covenants and/or restrictions set forth in this Agreement by Franchisor and/or its Affiliates. Franchisee and its Owners agree to pay all costs and expenses (including attorneys' fees, experts' fees, court costs and all other expenses obligation) incurred by Franchisor and/or its Affiliates in connection with the enforcement of the terms, covenants and/or restrictions of this Agreement.

6. Definitions.

(a) The term "affiliates" (with respect to Franchisee) means any and all corporations, limited liability companies, partnerships, trusts or other entities controlling, controlled by or under common control with Franchisee, including but not limited to subsidiaries, parents and sibling entities.

(b) The term "control" shall mean the control or ownership of ten percent (10%) or more of the beneficial interest in the person or entity referred to.

(c) The term "Competitive Business" means (1) any business restaurant business that sells Indian style Pizza, and other food items that are similar to the items sold at a Bombay Pizza Kitchen Restaurant, or any business which grants franchises or licenses to others to operate such a business, other than a Franchised Business operated under a Franchise Agreement with us.

(d) The term "Owners" shall mean any individual or entity (including all spouses, partners, members or shareholders of such individual or entity) that has any direct or indirect ownership interest of over ten percent (10%) in Franchisee, (or at such later time as they assume such status) whether or not such interest is of record, beneficially or otherwise. The term "Owners" shall also include individuals, partners, members and shareholders and (spouses of such individuals, partners, members and shareholders) with an ownership interest of over ten percent (10%) in any partnership, corporation or limited liability company that holds a controlling interest in the Franchisee entity.

(e) Any capitalized term that is not defined in this Agreement shall have the meaning given

to it in the Franchise Agreement.

7. Miscellaneous.

(a) Franchisor makes no representations or warranties as to the accuracy or completeness of the Confidential Information provided to Franchisee and its Owners and shall not be liable, directly or indirectly, to Franchisee, its Owners or any of Franchisee's affiliates as a result of any use of the Confidential Information by or on behalf of Franchisee, its Owners and/or its affiliates. Franchisee and its Owners specifically waive any and all claims for any loss or damage suffered by them due to their use of the Confidential Information and agree to indemnify and hold Franchisor and its affiliates harmless for any claims made against Franchisor based upon the provision by Franchisee or its Owners of the Confidential Information to third parties.

(b) If all or any portion of the covenants not to compete set forth in this Agreement are held unreasonable, void, vague or illegal by any court or agency with competent jurisdiction over the parties and subject matter, the court, arbitrator, or agency will be empowered to revise and/or construe the covenants to fall within permissible legal limits and should not by necessity invalidate the entire covenants. Franchisee and its Owners acknowledge and agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenants were separately stated in and made a part of this Agreement.

(c) This Agreement shall be binding upon and shall inure to the benefit of Franchisee, its Owners, Franchisor and their respective affiliates, successors, and assigns.

(d) This Agreement shall be governed by the laws of the State of Minnesota without recourse to Minnesota (or any other) choice of law or conflict of law principles.

(e) This Agreement contains the complete understanding of Franchisee and its Owners and Franchisor with respect to the Confidential Information and this Confidentiality, Non-Use and Non-Competition Agreement shall not be amended without the prior written consent of the parties.

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

8. Dispute Resolution and Choice of Law and Venue

(a) Except as provided in subsection 7(b) below, the parties agree to submit any claim and/or controversy arising out of or relating to this Agreement (and any related document), the relationship created by this Agreement, and any and all disputes between Franchisee and Franchisor or Franchisor's affiliates, whether sounding in contract, statute, tort, or otherwise, to arbitration to be held in Minneapolis, Minnesota, before and in accordance with the Commercial Rules of Arbitration of the Judicial Arbitration and Mediation Services ("JAMS").

(i) Any arbitration under this subsection 7(a) shall be conducted by a single arbitrator mutually agreed to by the parties. If within thirty (30) days after a demand for arbitration is made, the parties are unable to agree on a single arbitrator, an arbitrator shall be selected in the following manner: Franchisor and Franchisee shall obtain an identical list of arbitrators from JAMS, containing an odd number of arbitrators, and shall take alternating turns striking the name of an arbitrator off the list until one name remains. Franchisee shall strike the first name off the list.

(ii) In no event shall the arbitrator be entitled to award punitive, incidental, special, or consequential damages against the Franchisor.

(iii) Any award rendered in connection with an arbitration pursuant to this subsection 7(a) shall be final and binding. The parties may initiate litigation in any court of competent jurisdiction to confirm, enter and enforce such arbitration award.

(iv) Franchisor and Franchisee agree that arbitration will be conducted only on an individual, not a class-wide, basis, and that an arbitration proceeding between Franchisor (including its subsidiaries, affiliates, shareholders, officers, directors, managers, representatives, and employees) and Franchisee (including its Owners, principals and guarantors, if applicable) may not be consolidated with any other arbitration proceeding between them and any other person or legal entity. No findings, conclusions, orders, or awards emanating from any arbitration proceeding conducted hereunder may be introduced, referred to or used in any subsequent or other proceeding as a precedent, to collaterally estop any party from advancing any claim or defense or from raising any like or similar issues, or for any other purpose whatsoever. The parties agree that the principles of collateral estoppel shall not apply in any arbitration proceeding conducted under this Section.

(v) Franchisor and Franchisee hereby agree and acknowledge that this subsection 7(a) shall bind Franchisee's guarantors, whether or not such guarantors were named parties to the mediation, arbitration and/or litigation.

(b) Notwithstanding anything to the contrary above, Franchisor may institute litigation (without first proceeding with arbitration) exclusively in a court of competent jurisdiction: (1) to protect the Principal Trademarks, any intellectual property and Confidential Information; (2) to determine the validity of termination of the Franchise Agreement and/or any other related agreement; (3) to enforce the termination of the Franchise Agreement and/or any other related agreement; (4) to enforce this Agreement and any other agreement executed by Franchisee; (5) to confirm, enter and enforce an arbitrator's award; (6) for monies owed; and (7) to enjoin or restrain Franchisee from otherwise causing immediate and irreparable harm to Franchisor and/or its affiliates.

(c) The parties agree that for purposes of Subsection 7(b), a court of competent jurisdiction shall mean any court of competent jurisdiction, wherever situated, that Franchisor selects, including but not limited to a Minnesota state court in Hennepin County or the United States District Court for the District of Minnesota in Minneapolis, Minnesota. Franchisee agrees that any dispute as to the venue for any litigation Franchisor institutes will be submitted to and resolved exclusively by the court of competent jurisdiction in which Franchisor commenced the litigation. Franchisee hereby waives and covenants never to assert or claim that this venue is for any reason improper, inconvenient, prejudicial, or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens). Franchisee further agrees that all depositions in connection with any litigation between the parties shall occur in the jurisdiction and venue described above at Franchisor's option.

(d) This Agreement is to be exclusively construed in accordance with and/or governed by the laws of the State of Minnesota without recourse to Minnesota (or any other) choice of law or conflicts of law principles, excluding any law regulating the sale of franchises or governing the relationship between a franchisor and franchisee, unless the jurisdictional requirements of such laws are met independently without reference to this section. . Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition,

fiduciary or any other doctrine of law of the State of Minnesota or any other state, which would not otherwise apply.

(e) Franchisee explicitly affirms and recognizes the unique value and secondary meaning attached to the System, the Principal Trademarks, any intellectual property and the Confidential Information. Accordingly, Franchisee agrees that any non-compliance by Franchisee with the terms of this Agreement and/or the terms of any Confidentiality, Non-Use and Noncompetition Agreement, Franchisee's operation of the franchise post-termination or any unauthorized or improper use of the System, the Principal Trademarks, any intellectual property, or Confidential Information by Franchisee, will cause irreparable damage to the Franchisor, its affiliates, and other Bombay Pizza Kitchen franchisees. Franchisee therefore agrees that if it engages in any non-compliant, post-termination operation of the franchise or unauthorized and/or improper use of the System, Principal Trademarks or Confidential Information during or after the period of this Agreement, Franchisor will be entitled to a declaration, temporary injunctive relief and permanent injunctive relief, without the need of a bond, against Franchisee from any court of competent jurisdiction, wherever situated, as Franchisor may select, in addition to all other remedies which the Franchisor may have at law.

(f) The provisions of this Section are intended to benefit and bind certain third-party non-signatories (including without limitation Franchisee's Owners and guarantors) and will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

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

ATTEST:

(Franchisee)

By: _____

BPK Franchisors, LLC

By: _____
Krishna Bommidi, CEO

FRANCHISE AGREEMENT

SCHEDULE "F"

CONFIDENTIALITY, NON-USE, AND NON-COMPETITION AGREEMENT FORM

This Confidentiality, Non-Use and Non-Competition Agreement ("Agreement"), dated this ____ day of _____, by and between _____ ("Franchisee") having an address at _____ and ____ having an address at _____ ("Recipient"),

WITNESSETH:

WHEREAS, Franchisee is principally engaged in the business of operating a restaurant business that sells Indian style pizza and other food items under the Registered Trademark, BOMBAY PIZZA KITCHEN (the "Franchised Business") pursuant to a franchise agreement with BPK Franchisors, LLC ("Franchise Agreement");

WHEREAS, Recipient is an individual or enterprise who is about to be employed by Franchisee, has entered into some form of contractual relationship with Franchisee or is considering the same; and

WHEREAS, during the course of the relationship between Franchisee and Recipient certain information knowledge, know-how, methods and procedures some of which constitutes trade secrets under applicable law has been and/or will be provided to and received by Recipient regarding the Franchisor and its affiliates and the development, management and operation of BOMBAY PIZZA KITCHEN franchised businesses, which Franchisor and its affiliates consider proprietary (collectively "Confidential Information"), including without limitation:

- (a) Site selection criteria;
- (b) The Confidential Operating Manual and other training and operations materials and manuals;
- (c) Methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating the BOMBAY PIZZA KITCHEN franchised businesses;
- (d) Advertising, marketing and promotional programs for the System, Advertising Materials, Social Media Materials, and use of Social Media Platforms;
- (e) Knowledge of specifications for and Suppliers of Operating Assets, products, supplies, any computer software, and similar technology which is proprietary to Franchisor or its Affiliates including without limitation, digital passwords and identifications and any source code as well as data, reports, and other printed materials;
- (f) Knowledge of the operating results and financial performance of BOMBAY PIZZA KITCHEN businesses other than the Franchised Business; and

(g) Graphic designs and related intellectual property.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. Acknowledgments.

(a) Recipient acknowledges that Recipient has been and/or will be given access to the Confidential Information during the course of the relationship between Franchisee and Recipient.

(b) Franchisee acknowledges that (i) Franchisor and its affiliates own all right, title and interest in and to the System; (ii) the System consists of trade secrets, Confidential Information and know-how that gives the Franchisor and its affiliates a competitive advantage; (iii) the Franchisor and its affiliates have taken all measures necessary to protect the trade secrets, Confidential Information and know-how comprising the System; (iv) all Confidential Information now or hereafter provided or disclosed to Recipient regarding the System is disclosed in confidence; (v) Franchisee has no right to disclose any Confidential Information to anyone who is not an employee, agent or independent contractor of Franchisee; (vi) Franchisee will not acquire any ownership interest in the System; and (vii) Franchisee's use or duplication of the System or any part of the System in any other business would constitute an unfair method of competition, for which Franchisor would be entitled to all legal and equitable remedies, including injunctive relief without posting a bond.

2. Non-Disclosure and Return of Confidential Information.

(a) Recipient pledges and agrees that for a period commencing on the date of this Agreement and continuing thereafter, in the absence of prior written consent by Franchisee: (i) will keep all Confidential Information in strict confidence; (ii) will not communicate or disclose Confidential Information to any individual or entity; (iii) will not use the Confidential Information for any purpose other than as directed by and needed for Franchisee's use; and (iv) will not reproduce the Confidential Information.

(b) Confidential Information provided by Franchisor, its Affiliates and/or Franchisee to Recipient in the course of the parties' relationship shall be delivered promptly to Franchisee upon termination of Recipient's relationship with Franchisee. Recipient shall not retain any book, record, report, design, plan, material, copy, note, abstract, compilation, summary, extract or other reproduction, whether in paper or electronic form, of the Confidential Information, except as the parties hereto may agree in writing.

3. Covenants.

(a) Recipient acknowledges that Franchisee has entered into the relationship described above in consideration of and reliance upon, among other things, Recipient's agreement to: deal with Franchisee; maintain the confidentiality of all of the Confidential Information; refrain from using any Confidential Information in any manner not permitted by Franchisor, its Affiliates and/or Franchisee in accordance with Section 2 above; and protect and preserve the goodwill of the Franchisor.

(b) Recipient further acknowledges and agrees that (i) pursuant to this Agreement, it will have access from the Franchisor, its Affiliates and/or Franchisee to valuable trade secrets, specialized training and Confidential Information regarding the development, operation, management,

purchasing, sales and marketing methods and techniques of the System; (ii) the System and the opportunities, associations, and experience established by Franchisor, its Affiliates and/or Franchisee and acquired by Recipient under this Agreement are of substantial and material value; (iii) in developing the System, Franchisor and its affiliates have made and continue to make substantial investments of time, technical and commercial research and money; (iv) the Franchisor would be unable to adequately protect the System and its trade secrets and Confidential Information against unauthorized use or disclosure and would be unable to adequately encourage a free exchange of ideas and information about BOMBAY PIZZA KITCHEN franchises if recipients were permitted to hold interests in Competitive Businesses; and (v) restrictions on Recipient's right to hold interest in or perform services for, Competitive Businesses will not unreasonably or unnecessarily hinder Recipient's activities.

(c) Accordingly, Franchisee covenants and agrees that during the term of this Agreement and for an uninterrupted period of two (2) years after the termination (regardless of the cause for termination) or expiration of Recipient's relationship with Franchisee, Recipient shall not directly or indirectly for itself or through on behalf of or in conjunction with any person, firm, partnership corporation or other entity in any manner whatsoever:

(i) Divert or attempt to divert any actual or potential business or customer of the Franchised Business to any competitor;

(ii) Take any action injurious or prejudicial to the goodwill associated with the Principal Trademarks and the System;

(iii) Employ, recruit, or seek to employ any person who is then employed or who was employed within the immediately preceding twenty-four (24) months, by Franchisor, its Affiliates, Franchisee or any other BOMBAY PIZZA KITCHEN franchisee or develop, or otherwise directly or indirectly induce such person to leave his or her employment without obtaining the employer's prior written permission;

(iv) Solicit, encourage, or assist anyone else to solicit or encourage any independent contractor providing services to Franchisor to terminate or diminish their relationship with Franchisor or Franchisee; or

(v) Own, maintain, develop, operate, engage in, franchise or license, make loans or gifts to or have any direct or indirect interest in or render services as a director, officer, manager, employee, consultant, representative, or agent or give advice to any Competitive Business (except that equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subsection).

(d) During the term of the Recipient's relationship with Franchisee, there is no geographical limitation on these restrictions, meaning that Recipient shall not engage in the conduct referred to in subsection 3(c) at any location. During the two-year period following the termination (regardless of the cause for termination) or expiration of Recipient's relationship with Franchisee these restrictions shall apply:

(i) from the location of the Franchisee's Franchised Business;

(ii) within the Territory assigned to the Franchisee's Franchised Business and within ten (10) miles of the outer boundaries of the Territory assigned to the Franchisee's Franchised Business;

(iii) within ten (10) miles of the location of any other BOMBAY PIZZA KITCHEN business; and

(iv) within the territory assigned to any other BOMBAY PIZZA KITCHEN business and within ten (10) miles of the outer boundaries of any territory assigned to any BOMBAY PIZZA KITCHEN business; owned, in operation, under development or to be developed (1) as of the date of this Agreement; or (2) as of the date of termination (regardless of the cause for termination) or expiration or Recipient's employment or contractual relationship with Franchisee.

(e) Recipient further covenants and agrees that for a period of two years following the expiration or termination of Recipient's relationship with Franchisee, Recipient will not either directly or indirectly for itself or through, on behalf of or in conjunction with any person, firm, partnership, corporation or other entity, sell, assign, lease or transfer the Franchisee's Franchised Business location to any person, firm, partnership corporation or other entity that Recipient knows or has reason to know intends to operate a Competitive Business at the Franchisee's Franchised Business location.

(f) Recipient covenants not to engage in any activity which might injure the goodwill of the Principal Trademarks or the System at any time. This provision shall survive termination of Recipient's relationship with Franchisee.

(g) Recipient expressly acknowledge that his or her skills and abilities are of a general nature and Recipient has other opportunities for exploiting these skills. Consequently, enforcement of the covenants made in this Section 3 will not deprive Recipient of his or her personal goodwill or ability to earn a living.

(h) Recipient agrees and acknowledges that each of the covenants contained herein are reasonable limitations as to time, geographical area and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the know-how, reputation, goodwill and other legitimate business interests of Franchisor and its affiliates. Recipient also agrees and acknowledges that the reputation, goodwill and foregoing are legitimate business interests of Franchisor and its affiliates, and they require the protection of the covenants contained herein. The legitimate business interests of Franchisor and its affiliates also include but not limited to: (i) maintaining the confidential nature of the Confidential Information; (ii) preserving the Franchisor's ability to develop franchises at or near the Franchisee's Franchised Business location, within the Territory assigned to the Franchisee's Franchised Business and within the territorial boundaries of the restrictive covenant described in this Section 3; (iii) preventing potential customer confusion; (iv) protecting Franchisee and other franchisees from competition from Recipient; and (v) protecting the System as a whole including the franchisee network. If any provision of this Confidentiality, Non-Use and Non-Competition Agreement Form (including any sentences, clauses, or any part thereof) shall be held contrary to law or incomplete or unenforceable in any respect, the remaining provisions shall not be affected but shall remain in full force and effect; any invalidated provisions shall be severed, and this Agreement modified to the extent necessary to render it valid and enforceable.

(i) Franchisor, its Affiliates and Franchisee shall have the right to reduce the scope of any covenant contained in this Section 3 effective immediately upon Recipient's receipt of written

notice and Recipient agrees to comply forthwith with any covenants as so modified which will be enforceable notwithstanding the provisions of Section 6.

5. Enforcement. Recipients acknowledge that violation of the provisions of this Agreement would result in immediate and irreparable injury to Franchisee, Franchisor and its affiliates for which no adequate remedy at law will be available. Accordingly, Recipient hereby consents to the entry of an injunction procured by Franchisee, Franchisor and/or its Affiliates prohibiting any conduct by Recipient in violation of the terms, covenants and/or restrictions on the use of Confidential Information set forth in this Agreement without the need of a bond. Recipient expressly agrees that it may conclusively be presumed in any legal action that any violation of the terms, covenants and/or restrictions of this Agreement was accomplished by and through the unlawful utilization of the Confidential Information. Further, Recipient expressly agrees that any claims Recipient may have against Franchisee, Franchisor and its affiliates, whether or not arising from this Agreement, will not constitute a defense to the enforcement of the terms, covenants and/or restrictions set forth in this Agreement by Franchisee, Franchisor and/or its Affiliates. Recipient further agrees to pay all costs and expenses (including attorneys' fees, experts' fees, court costs and all other expenses of litigation) incurred by Franchisee, Franchisor and/or its Affiliates in connection with the enforcement of the terms, covenants and/or restrictions of this Agreement.

6. Definitions.

(a) The term "affiliates" (with respect to Recipient) means any and all corporations, limited liability companies, partnerships, trusts, or other entities controlling, controlled by or under common control with Recipient, including but not limited to subsidiaries, parents and sibling entities.

(b) The term "control" shall mean the control or ownership of ten percent (10%) or more of the beneficial interest in the person or entity referred to.

(c) The term "Competitive Business" means (1) any restaurant business that sells Indian style Pizza, and other food items that are similar to the items sold at a Bombay Pizza Kitchen Restaurant, or any business which grants franchises or licenses to others to operate such a business, other than a Franchised Business operated under a Franchise Agreement with Franchisor.

(d) The term "Owners" shall mean any individual or entity (including all spouses, partners, members or shareholders of such individual or entity) that has any direct or indirect ownership interest of over ten percent (10%) in Recipient, (or at such later time as they assume such status) whether or not such interest is of record, beneficially or otherwise. The term "Owners" shall also include individuals, partners, members and shareholders and (spouses of such individuals, partners, members and shareholders) with an ownership interest of over five percent (5%) in any partnership, corporation or limited liability company that holds a controlling interest in the Recipient entity.

(e) Any capitalized term that is not defined in this Agreement shall have the meaning given to it in the Franchise Agreement.

7. Miscellaneous.

(a) Franchisee makes no representations or warranties as to the accuracy or completeness of the Confidential Information provided to Recipient and shall not be liable, directly or indirectly, to Recipient or any of Recipient's affiliates as a result of any use of the Confidential Information by or on behalf of Recipient and/or its affiliates. Recipient specifically waives any and all claims for any loss or damage suffered by it due to its use of the Confidential Information and agrees to indemnify and hold Franchisee harmless for any claims made against Franchisee based upon Recipient's provision of the Confidential Information to third parties.

(b) If all or any portion of the covenants not to compete set forth in this Agreement are held unreasonable, void, vague or illegal by any court or agency with competent jurisdiction over the parties and subject matter, the court, arbitrator or agency will be empowered to revise and/or construe the covenants to fall within permissible legal limits and should not by necessity invalidate the entire covenants. Recipient acknowledges and agrees to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenants were separately stated in and made a part of this Agreement.

(c) This Agreement shall be binding upon and shall inure to the benefit of Franchisee and Recipient and their respective affiliates, successors and assigns.

(d) This Agreement shall be governed by the laws of the State of Minnesota without recourse to Minnesota (or any other) choice of law or conflicts of law principles.

(e) This Agreement contains the complete understanding of Recipient and Franchisee with respect to the Confidential Information and this Agreement shall not be amended without the prior written consent of the parties.

(f) Recipient acknowledges that BPK Franchisors, LLC, its Affiliates, successors and assigns are third-party beneficiaries under this Agreement and may enforce this Agreement. Recipient further acknowledges that: (i) a copy of this Agreement is being delivered to Franchisor; (ii) Franchisor is relying on the parties' compliance with this Agreement; and (iii) this Agreement may not be amended or terminated, nor any rights or obligations of Recipient waived hereunder without the prior written consent of Franchisor.

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

8. Choice of Law and Venue

(1) This Agreement is to be exclusively construed in accordance with and/or governed by the laws of the State of Minnesota without recourse to Minnesota (or any other) choice of law or conflicts of law principles excluding any law regulating the sale of franchises or governing the relationship between a franchisor and franchisee, unless the jurisdictional requirements of such laws are met independently without reference to this section. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the State of Minnesota or any other state, which

would not otherwise apply.

(2) Recipient and Franchisee agree to institute any litigation that the undersigned may commence arising out of or related to this Agreement or the Franchise Agreement; any breach of the Franchise Agreement; the relations between the parties; and any and all disputes between the parties, whether sounding in contract, tort, or otherwise, exclusively in a court of competent jurisdiction in a Minnesota state court in Hennepin County or the United States District Court for the District of Minnesota in Minneapolis, Minnesota. The undersigned hereby waive and covenant never to assert or claim that this venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens). The undersigned further agree that Franchisor may institute any litigation that it commences arising out of or related to this Agreement or the Franchise Agreement; any breach of this Agreement or the Franchise Agreement; the relations between the parties; and any and all disputes between the parties, whether sounding in contract, tort, or otherwise, in any court of competent jurisdiction, wherever situated, that Franchisor selects. The undersigned agree that any dispute as to the venue for the litigation Franchisor institutes will be submitted to and resolved exclusively by the court of competent jurisdiction in which Franchisor commenced the litigation. The undersigned hereby waive and covenant never to assert or claim that this venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens). All depositions in connection with any litigation between the parties shall be held in the jurisdiction and venue where such litigation is commenced.

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

Recipient:

By: _____

Franchisee:

By: _____

**FRANCHISE AGREEMENT
SCHEDULE "G"**

ASSIGNMENT OF TELEPHONE AND INTERNET LISTINGS AND ADVERTISEMENTS

Pursuant to its obligations under a certain franchise agreement dated _____ by and among BPK Franchisors, LLC as "Franchisor" and _____ as Franchisee (the "Franchise Agreement"), for good and valuable consideration the receipt and sufficiency is hereby acknowledged, does hereby assign, sell, transfer and convey to Franchisor all of Franchisee's right, title and interest as of the date hereof in and to all telephone, facsimile and other numbers, telephone directory listings, email addresses, domain names, website addresses, URLs, Internet and website directory listings, web based platform and program accounts, including but not limited to Social Media Platform (as defined in the Franchise Agreement) accounts and other media in which the Franchised Business is listed or the Principal Trademarks displayed (collectively "Telephone and Internet Listings and Advertisements") in existence as of the date of the expiration or termination of the Franchise Agreement.

Without limitation, the Telephone and Internet Listings and Advertisements include the following:

Telephone, facsimile and other numbers:

Telephone directory listings:

Email addresses:

Domain names:

Website addresses:

URLs:

Internet and website directory listings:

Web based platform and program accounts, including but not limited to Social Media Platform accounts:

Other Media referencing the Franchised Business:

Upon the expiration or termination of the Franchise Agreement, Franchisor shall have the right but not the obligation, and is hereby authorized to take possession of the Telephone and Internet Listings and Advertisements and assume all of the rights, title and interest of the Franchisee in the Telephone and Internet Listings and Advertisements.

Franchisee represents and warrants to Franchisor that it is the lawful owner of the Telephone and Internet Listings and Advertisements, and that Franchisee has the right to assign the Telephone and Internet Listings and Advertisements free and clear of any interest therein.

Franchisee hereby appoints Franchisor and/or its successors and assigns as attorney-in-fact for Franchisee to execute such documents as are necessary or desirable to affect the assignment of the Telephone and Internet Listings and Advertisements to Franchisor. Franchisee authorizes Franchisor and/or its successors and assigns as attorney-in-fact to insert references to those Telephone and Internet Listings and Advertisements in existence as of the date of the expiration or termination of the Franchise Agreement where applicable above at such times as Franchisor may determine, including but not limited to upon the expiration or termination of the Franchise Agreement. Franchisee will, at any time and from time to time after the date hereof, upon the reasonable request of Franchisor, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged or delivered, all

such further acts, deeds, assignments, transfers, conveyances, powers of attorney or assurances as may be required for transferring, assigning, conveying and confirming to Franchisor, or for aiding and assisting in reducing to possession by Franchisor, any of the Telephone and Internet Listings and Advertisements or rights being assigned hereunder, or to vest in Franchisor good, valid and marketable rights to such Telephone and Internet Listings and Advertisements.

This Assignment of Telephone and Internet Listings and Advertisements shall inure to the benefit of Franchisor and shall be binding upon Franchisee and its successors and assigns.

IN WITNESS WHEREOF, Franchisee has caused this Assignment of Telephone and Internet Listings and Advertisements to be duly executed this ____ day of _____.

ASSIGNOR:

By: _____

Its Duly Authorized

STATE OF _____

ss:

COUNTY OF _____

On _____, 20__, before me personally came _____, to me known, who, duly sworn, did depose and say that deponent resides at _____, that deponent is the _____ of Franchisee, the corporation/limited liability company described in the foregoing Assignment of Telephone and Internet Listings and Advertisements, and which executed said Assignment of Telephone and Internet Listings and Advertisements, that deponent knows the seal of the corporation, that the seal affixed to the Assignment of Telephone and Internet Listings and Advertisements is the corporate seal, that it was affixed by order of the board of directors of the corporation/limited liability; and that deponent signed deponent's name by like order.

IN WITNESS WHEREOF I have herewith set my hand and official seal.

Notary Public

My Commission expires:

**FRANCHISE AGREEMENT
SCHEDULE "H"**

**FORM OF
GENERAL RELEASE**

To all to whom these Presents shall come or may Concern, Know That _____ [a corporation organized under the laws of the State of _____ [an individual domiciled in the State of _____ ("Franchisee"), its Owners (as defined in the Franchise Agreement) and officers collectively as RELEASOR, in consideration of the consent of BPK FRANCHISORS, LLC to the Assignment or Renewal of the Franchise created pursuant to the franchise agreement between Franchisee and BPK FRANCHISORS, LLC (the "Franchise Agreement"), any Transfer of any interest in the Franchise or the assets of Franchisee or the Franchised Business; or any relocation of the Franchised Business location, and for other good and valuable consideration, RELEASOR hereby releases and discharges BPK FRANCHISE, LLC as RELEASEE, RELEASEE'S corporate parents, subsidiaries and affiliates and the respective officers, directors, shareholders, agents, attorneys, contractors and employees of each of the foregoing entities (in their corporate and individual capacities), and RELEASEE'S heirs, executors, administrators, successors and assigns (the "Released Parties"), from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, which against the Released Parties RELEASOR ever had, now have or hereafter can, shall or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, including, without limitation, claims arising under federal, state and local laws, rules and ordinances; provided, however, that all liabilities arising under rights enjoyed by RELEASOR under said Franchise Agreement and any causes of action arising in his, her or its favor from the laws of the State of Minnesota without recourse to Minnesota (or any other) choice of law or conflicts of laws principle and any regulations issued by the State of Minnesota shall remain in force; it being the intent of this proviso that any non-waiver provision of the laws of the State of Minnesota shall be satisfied. Additionally, any liabilities arising under any other applicable state law that may not be released in this context shall not be released and shall be excluded from this release without otherwise offering the validity of the Release.

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR (if an individual) has executed this RELEASE, and if a corporation) has caused this RELEASE to be executed by a duly authorized officer and its corporate seal to be hereunto affixed on _____.

RELEASOR

By: _____

[SEAL]

ACKNOWLEDGMENT FOR CORPORATE RELEASOR

STATE OF _____
COUNTY OF _____

On _____ before me _____ personally came, to me known, who, by me duly sworn, did depose and say that deponent resides at _____, that deponent is the _____ of _____ the corporation described in the foregoing RELEASE, and which executed said RELEASE, that deponent knows the seal of the corporation, that the seal affixed to the RELEASE is the corporate seal, that it was affixed by order of the board of directors of the corporation; and that deponent signed deponent's name by like order.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

My Commission expires: _____ (NOTARY SEAL)

ACKNOWLEDGMENT FOR LIMITED LIABILITY COMPANY RELEASOR

STATE OF _____
COUNTY OF _____

ss:

On _____ before me personally came _____, to me known, who by me duly sworn, did depose and say that deponent resides at _____, that did depose and say that deponent resides at _____, that deponent is the _____ of _____ the limited liability company described in the foregoing RELEASE, and which executed said RELEASE, that this RELEASE was approved by the members of the limited liability company in accordance with their operating agreement, articles of organization or other governing documents; and that deponent signed deponent's name by like order.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

My Commission expires: ____ (NOTARY SEAL)

ACKNOWLEDGMENT FOR INDIVIDUAL RELEASOR

STATE OF _____

ss:

COUNTY OF _____

On this _____ day of _____, before me _____ (Name of Notary) the undersigned officer, personally appeared , to me personally known, and known to me to be the same person whose name is signed to the foregoing RELEASE and acknowledged the execution thereof for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

My Commission expires: _____

**FRANCHISE AGREEMENT
SCHEDULE "I"**

LEASE ADDENDUM

This Addendum to Lease, dated _____, 202__, is entered into by and between _____ ("Lessor"), and _____ ("Lessee").

A. The parties hereto have entered into a certain Lease Agreement, dated _____, 202__, and pertaining to the premises located at _____ ("Lease").

B. Lessor acknowledges that Lessee intends to operate a Bombay Pizza Kitchen Restaurant from the leased premises ("Premises") pursuant to a Franchise Agreement ("Franchise Agreement") with BPK Franchisors, LLC ("Franchisor") under the name "BOMBAY PIZZA KITCHEN" or other name designated by Franchisor (herein referred to as "Franchised Business" or "Franchise Business").

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

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

1. Assignment. Lessee shall have the right to assign all of its right, title and interest in the Lease to Franchisor or its parent, subsidiary, or affiliate (including another franchisee) at any time during the term of the Lease, including any extensions or renewals thereof, without first obtaining Lessor's consent. However, no assignment shall be effective until the time as Franchisor or its designated affiliate gives Lessor written notice of its acceptance of the assignment, and nothing contained herein or in any other document shall constitute Franchisor or its designated subsidiary or affiliate a party to the Lease, or guarantor thereof, and shall not create any liability or obligation of Franchisor or its parent unless and until the Lease is assigned to, and accepted in writing by, Franchisor or its parent, subsidiary or affiliate. In the event of any assignment, Lessee shall remain liable under the terms of the Lease. Franchisor shall have the right to reassign the Lease to another franchisee without the Landlord's consent in accordance with Section 3(a).

2. Default and Notice.

(a) In the event there is a default or violation by Lessee under the terms of the Lease, Lessor shall give Lessee and Franchisor written notice of the default or violation within a reasonable time after Lessor receives knowledge of its occurrence. If Lessor gives Lessee a default notice, Lessor shall contemporaneously give Franchisor a copy of the notice. Franchisor shall have the right, but not the obligation, to cure the default. Franchisor will notify Lessor whether it intends to cure the default and take an automatic assignment of Lessee's interest as provided in Paragraph 1. Franchisor will have an additional 15 days from the expiration of Lessee's cure period in which it may exercise the option, but it is not obligated to cure the default or violation.

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

BPK Franchisors, LLC
5015 Merrimac Ct. N
Plymouth, Minnesota 55446
Attn: Krishna Bommidi, CEO

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

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

3. Termination or Expiration.

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

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

4. Consideration; No Liability.

(a) Lessor hereby acknowledges that the provisions of this Addendum to Lease are required pursuant to the Franchise Agreement under which Lessee plans to operate its Franchised Business and Lessee would not lease the Premises without this Addendum.

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

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

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

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

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

By: _____

Title: _____

By: _____

Title: _____

EXHIBIT “D”

FINANCIAL STATEMENTS

BPK FRANCHISORS, LLC
FINANCIAL STATEMENTS
FOR THE PERIOD ENDED NOVEMBER 30, 2023

**BPK FRANCHISORS, LLC
FINANCIAL STATEMENTS
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

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PARTNERS
Certified Public Accountants

15800 Pines Blvd. Suite 3002
Pembroke Pines, FL 33027
Telephone: 954-362-5195
Fax: 954-430-8776

Independent Auditors' Report

To the Board of Directors and Members
BPK Franchisors, LLC

We have reviewed the accompanying financial statements of BPK Franchisors, LLC (a Limited Liability Company), which comprise the balance sheet as of November 30, 2023, and the related statements of operations and changes in members equity and cash flows for the period then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, We do not express such an opinion.

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.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.



15800 Pines Blvd. Suite 3002
Pembroke Pines, FL 33027
Telephone: 954-362-5195
Fax: 954-430-8776

Accountant's Conclusion

Based on my review, We are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

BAS Partners LLC

Pembroke Pines, Florida
December 1, 2023

BPK FRANCHISORS, LLC
BALANCE SHEET
NOVEMBER 30, 2023

ASSETS

Current Assets	
Cash and cash equivalents	\$ -
Total Current Assets	-
Loan to related party	10,000
Total Assets	<u>10,000</u>

LIABILITIES AND SHAREHOLDERS EQUITY

Current Liabilities	
Accounts payable	\$ -
Total Current Liabilities	-
Loan from related party	-
Total Liabilities	-
Owner Equity	
Members equity	10,000
Total Members equity	10,000
Total Liabilities and Owner Equity	<u>\$ 10,000</u>

The accompanying notes are an integral part of these financial statements.

BPK FRANCHISORS, LLC
STATEMENT OF INCOME AND CHANGES IN EQUITY
FOR THE PERIOD ENDED NOVEMBER 30, 2023

Income		
License Fees	\$	-
Other Fees		-
Total income		-
Expenses		
Operating expense		-
Total Operating Expenses		-
NET INCOME (LOSS)		-
Owners Equity – Beginning of Year		-
Contributions		10,000
Distributions		-
Owners Equity – End of Year	\$	<u>10,000</u>

The accompanying notes are an integral part of these financial statements.

BPK FRANCHISORS, LLC
STATEMENT OF CHANGES IN CASH FLOWS
FOR THE PERIOD ENDED NOVEMBER 30, 2023

Cash Flows From Operating Activities:

Net Income	\$ -
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation of property and equipment	-
(Increase) decrease in operating assets:	
Due from related party	(10,000)
Increase (decrease) in:	
Accounts payable and accrued liabilities	-
Deferred revenue	-
Net Cash used in Operating Activities	<u>(10,000)</u>
Cash Flows from Financing Activities:	
Capital contribution	10,000
Loan	-
Net Cash Provided by Financing Activities	<u>10,000</u>
Change in Cash and Cash Equivalents	<u>-</u>
Cash - Beginning of Year	<u>-</u>
Cash - End of Year	<u><u>\$ -</u></u>

The accompanying notes are an integral part of these financial statements

**BPK FRANCHISORS, LLC
NOTES TO THE FINANCIAL STATEMENTS
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

Note 1 - Summary of Significant Accounting Policies

Nature of Operations. BPK Franchisors, LLC (the Company) is a Minnesota Limited Liability Corporation formed on August 30, 2023.

Basis of Accounting – The Company's financial statements presented are prepared in accordance with the accounting principles generally accepted in the United States of America.

Cash and Cash Equivalents – For purposes of the financial statements, The Company considers all assets with a maturity of three months or less to be cash equivalents.

Use of Estimates - The preparation of financial statements in conformity with the Generally Accepted Accounting Principles (GAAP) which requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Depreciation – Property and equipment are stated at cost. Depreciation is computed using the accelerated cost recovery and modified cost recovery methods allowable under the Internal Revenue Code. The recovery periods being used are 5 and 7 years for furniture, fixtures and equipment.

Income Taxes – The Company has elected to be treated as a Limited Liability Corporation (LLC) for the purposes of reporting income taxes. Accordingly, no provision for federal income tax has been recorded in the accompanying financial statements since the Company's members are required to report the results of the Company's operations on their personal income tax returns. The Company believes that it has support for any tax position taken, and as such, do not have any uncertain tax positions that are material to the financial statements.

With few exceptions, the Company is no longer subject to U.S. federal and state income tax examinations by tax authorities for years before 2020.

Revenue recognition– Revenue is recognized in the financial statements (and the customer billed) when services are performed.

BPK FRANCHISORS, LLC
NOTES TO THE FINANCIAL STATEMENTS
FOR THE PERIOD ENDED NOVEMBER 30, 2023

Note 2 – Fair Value Measurements

The Company reports its fair value measures using a three-level hierarchy that prioritizes the inputs used to measure fair value. This hierarchy, established by GAAP, requires that entities maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of inputs used to measure fair value are as follows:

- Level 1. Quoted prices for identical assets or liabilities in active markets to which the Company has access at measurement date.
- Level 2. Inputs other than quoted prices included in level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include:
 - I. quoted prices for similar assets or liabilities in active markets;
 - II. quoted prices for identical or similar assets in markets that are not active;
 - III. observable inputs other than quoted prices for asset or liability (for example, interest rates and yield curves); and
 - IV. inputs derived principally from, or corroborated by, observable market data by correlation or by other means.

Level 3. Unobservable inputs for asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available. When available the Company measures fair value using level 1 inputs because they generally provide the most reliable evidence of fair value. The primary use of fair value measures in the Company's financial statements is the initial measurement of cash and cash equivalents.

Note 3 - Related Party

Related Party transaction represents Loans to and from related party companies affiliated with owner. At November 30, 2023, Loan to related party was \$10,000.

**BPK FRANCHISORS, LLC
NOTES TO THE FINANCIAL STATEMENTS
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

Note 4 - Commitments and Contingencies

The Company records accruals for contingencies when it is possible that a liability will be incurred and the amount of loss can be reasonably estimated based on historical claim activity and loss development factors. There can be no assurance there will not be an increase in the scope of these matters or that any future or pending lawsuits, claims, proceedings, or investigations will not be material.

Note 5 - Subsequent Events

The Company did not have any other subsequent events through December 1, 2023, which is the date the financial statements were available to be issued for events requiring recording or disclosure in the financial statements for the period ended November 30, 2023.

EXHIBIT “E”

LIST OF CURRENT AND FORMER FRANCHISEES AS OF 12/31/2022

Current Franchisees

NONE

The following franchisees signed a Franchise Agreement in 2022 but have not yet opened:

None

THERE ARE NO FRANCHISEES WHO HAVE HAD AN OUTLET TERMINATED, CALCELED, NOT RENEWED, OR OTHERWISE VALUNTARILY OR INVOLUNTARILY CEASED TO DO BUSINESS UNDER THE FRANCHISE AGREEMENT IN 2022 OR WHO HAVE NOT COMMUNICATED WITH THE FRANCHISOR WITHIN 10 WEEKS OF THE DATE OF THIS FRANCHISE DISCLOSURE DOCUMENT.

IF YOU BUY THIS FRANCHISE, YOUR CONTACT INFORMATION MAY BE DISCLOSED TO OTHER BUYERS WHEN YOU LEAVE THE FRANCHISE SYSTEM.

EXHIBIT “F”

OPERATIONS MANUAL TABLE OF CONTENTS

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EXHIBIT “G”

RECEIPT

(Our Copy)

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

If BPK Franchisors, LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with us or make a payment to us or an affiliate in connection with the proposed franchise sale. Under Illinois, Iowa, Maine, Nebraska, Oklahoma, Rhode Island, or South Dakota law, if applicable, we must provide this disclosure document to you at your 1st personal meeting to discuss the franchise. New York requires that you receive this Franchise 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.

If BPK Franchisors, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the appropriate state agency identified on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise is: Krishna Bommidi, 5015 Merrimac Ct. N, Plymouth, Minnesota 55446, (314) 324-8827.

Issuance Date: December 13, 2023.

See Exhibit A for our registered agents authorized to receive service of process.

I have received a disclosure document dated December 13, 2023, that included the following Exhibits:

- A. State Addendum to Disclosure Document
- B. State Administrators and Agents for Service of Process
- C. Bombay Pizza Kitchen® Franchise Agreement
- D. Financial Statements
- E. List of Franchisees
- F. Confidential Operations Manual Table of Contents
- G. Disclosure Document Receipts

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

RECEIPT
(Your Copy)

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

If BPK Franchisors, LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with us or make a payment to us or an affiliate in connection with the proposed franchise sale. Under Illinois, Iowa, Maine, Nebraska, Oklahoma, Rhode Island, or South Dakota law, if applicable, we must provide this disclosure document to you at your 1st personal meeting to discuss the franchise. New York requires that you receive this Franchise 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.

If BPK Franchisors, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the appropriate state agency identified on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise is: Krishna Bommidi, 5015 Merrimac Ct. N, Plymouth, Minnesota 55446, (314) 324-8827.

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Date

Signature

Printed Name

Date

Signature

Printed Name