

## FRANCHISE DISCLOSURE DOCUMENT



**Poke Co Holdings LLC**  
a Connecticut limited liability company  
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# POKEMOTO®

The franchise is the right to develop, own and operate a single “POKEMOTO®” branded shop featuring poke bowls, salads, and wraps with a variety of toppings and other complementary products, smoothies and beverages. The total investment necessary to begin operation of a Pokemoto shop is ~~\$162,500~~184,500 to ~~\$337,400~~378,400. This includes ~~\$25,000~~30,000 to ~~\$39,000~~31,500 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 the disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Poke Co Holdings LLC at 1169 N. Burlison Boulevard, Suite 107-226, Burlison, Texas 76026, info@pokemoto.com.

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

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

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

**Issuance Date: March ~~31~~<sup>29</sup>, ~~2023~~<sup>2024</sup>**

## **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:

<b>QUESTION</b>	<b>WHERE TO FIND INFORMATION</b>
<b>How much can I earn?</b>	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 Exhibits D & E.
<b>How much will I need to invest?</b>	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.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Pokemoto® business in my area?</b>	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What's it like to be a Pokemoto® franchisee?</b>	Item 20 or Exhibits D & E list current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	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 G.

Your state also may have laws that require special disclosures 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 requires you to resolve disputes with the franchisor by arbitration or litigation only in the State of Texas. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in the State of Texas than in your home state.

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.

**THE FOLLOWING APPLY TO TRANSACTIONS GOVERNED BY  
THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY**

**THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:**

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

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

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

Any questions regarding this notice should be directed to:

Michigan Attorney General's Office  
Consumer Protection Division  
Attention: Franchise Section  
G. Mennen Williams Building, 1<sup>st</sup> Floor  
525 West Ottawa Street  
Lansing, Michigan 48933  
Telephone Number: 517-373-7117

Note: Despite subparagraph (f) above, we intend ~~and we and you agree~~ to fully enforce the arbitration provisions of the Franchise Agreement. We believe that paragraph (f) is ~~unconstitutional~~ preempted by federal law and cannot preclude us from enforcing these arbitration provisions. ~~You acknowledge that we~~ We will seek to enforce this section as written.

**THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.**

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## EXHIBITS

- A – Financial Statements, ~~including Guarantees of Performance from our Affiliates~~
- ~~B-1~~ – Franchise Agreement
- ~~B-2~~ – ~~SaladCraft Addendum to Franchise Agreement~~
- C – Veteran’s Incentive Program Addendum
- D – List of Existing Franchisees
- E – List of Franchisees Who Have Left the System or Not Communicated with Franchisor
- F – Table of Contents of Operations Manual
- G – State Administrators/Agents for Service of Process
- H – Form of General Release
- I – State Riders and Addenda
- J – Receipts

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

**The Franchisor**

The franchisor, Poke Co Holdings LLC, is referred to in this disclosure document as “Franchisor,” ~~“we,” or~~ “us,” ~~or~~ “our.” We refer to the person or the entity buying the franchise as “you” ~~or~~ “your.”

We are a limited liability company formed in the State of Connecticut. Our principal place of business is 1169 N. Burleson Boulevard, Suite 107-226, Burleson, TX 76026, and we do business under our corporate name and the “Pokeomoto®” brand name. We do not own or operate any businesses of the type being franchised under this disclosure document; however, our affiliates do. Other than servicing and selling Pokemoto® franchises, we are not involved in other business activities and have never offered franchises in any other line of business. We began offering franchises in July 2018. Our agents for service of process are listed in Exhibit G.

**Our Parents, Predecessors and Affiliates**

We have no predecessors.

We are a wholly owned subsidiary of ~~Pokemoto, Sadot Restaurant Group~~ LLC (“SRG”), which is in turn wholly owned by ~~Muscle Maker Inc. (“MMI”)~~ Sadot Group, Inc. (formerly known as Muscle Maker, Inc.) (“SGI”), each of which shares our principal business address. SRG and SGI have never owned or operated any Pokemoto, Shops (as defined below) or offered franchises in any line of business, but they may do so in the future.

~~LLC~~ Our affiliate, Pokemoto LLC, which shares our principal business address, owns the Marks (defined below) and has granted us the right to use and sublicense the use of the Marks. ~~Neither Pokemoto, LLC nor MMI has never owned or operated any Pokemoto Shops. Neither Pokemoto, LLC nor MMI offer or sold franchises for Pokemoto Shops or in any other line of business, but it may do so in the future.~~

In March 2024, Our affiliate, Muscle Maker Development, LLC (“MMD”), once again began offering franchises for Muscle Maker Grill® branded restaurants featuring healthier alternatives to fast food using ingredients such as chicken, steak, turkey, seafood, etc. to offer menu items like pastas, burgers, wraps, entrée salads, flatbread pizza, smoothies, and yogurt (including frozen yogurt), in a variety of assorted flavors. Previously, MMD offered franchises for Muscle Maker Grill® restaurants from July 2017 to December 2021. MMD shares our principal business address. As of the issuance date of this disclosure document, there are ~~13~~ 12 Muscle Maker Grill® ~~branded~~ restaurants in the United States, ~~53~~ of which are owned by our affiliates and the remaining ~~89~~ restaurants are owned and operated by franchisees. MMD has never owned or operated ~~businesses similar to what you will operate Pokemoto shops,~~ or offered franchises in any other line of business, but it may do so in the future.

Since April 2017, our affiliate, Muscle Maker Development International LLC (“MMDI”), which shares our principal address, has offered master franchises and unit franchises for Muscle Maker

Grill restaurants outside the United States. MMDI has never owned or operated a Muscle Maker Grill restaurant, or offered franchises in any other line of business, but it may do so in the future.

## **Description of Franchise**

We offer franchises to develop, own and operate a shop (each, a “Pokemoto Shop”) under the trade name “Pokemoto®” and other trademarks, service marks and commercial symbols, and trade dress that we periodically authorize (collectively, the “Marks”). Pokemoto Shops feature poke bowls, salads, and wraps with a variety of toppings and other complementary products, smoothies and beverages and offer dine-in, take-out service and third-party delivery service. They use and are identified by distinctive signage, interior and exterior design, décor, color scheme, special recipes, menu items (including proprietary products and ingredients), and standards and specifications for operations that we designate from time to time.

To purchase a Pokemoto franchise, you will be required to sign our standard form of franchise agreement, the current form of which is attached to this disclosure document as Exhibit B-1 (the “Franchise Agreement”). The Pokemoto Shop that you operate under your Franchise Agreement with us is referred to as “your Shop.” Under~~If you are not a natural person, any person that owns a direct or indirect ownership interest in you (“Principal”) must sign the Owner’s Guaranty, which is attached as Attachment B to~~ the Franchise Agreement,~~certain parties are characterized as the franchisee’s principals (“your Principals”).~~ We may designate some of your Principals as the controlling Principals (“Controlling Principals”)~~and require such Controlling Principals to execute the Controlling Principal’s Undertaking in the form attached to the Franchise Agreement, under which they personally guarantee and assume your obligations under the Franchise Agreement. In most instances, we will designate your equity owners and executive officers, and certain affiliated entities, as your Controlling Principals. We may also require you or your Controlling Principals who do not sign the Controlling Principals’ Undertaking to sign an additional confidentiality and non-competition agreement we designate.~~ You must also designate a “General Manager” who will be the main individual responsible for operating your Shop. We recommend that you act as the General Manager.

~~We offer qualified Pokemoto® franchisees the right to fulfill online and digital food orders for the SaladCraft® brand from their Pokemoto Shops, featuring high-quality salads and similar food products. If you wish to offer fulfillment services for the SaladCraft® brand, and we approve you for such line of business, you must sign our then-current form of SaladCraft Addendum to your Franchise Agreement. Our current form of SaladCraft Addendum is attached as Exhibit B-2. The SaladCraft Addendum will be part of your Franchise Agreement, and references to your Franchise Agreement in this Disclosure Document will include the SaladCraft Addendum, if applicable.~~

## **Market and Competition**

Our products are ~~not seasonal.~~The~~sold throughout the year and the~~ market for poke bowls, salads, and wraps in general is developing and highly competitive. There is active price competition among food service businesses, as well as competition for personnel and for suitable and attractive commercial real estate sites. You must expect to compete with many other businesses offering

comparably priced food and beverages. Competitors may be locally-owned or large regional or national chains.

### **Industry Regulations**

The food service industry is heavily regulated. In addition to laws, rules, and regulations that apply to business generally, food service businesses are regulated by the U.S. Food and Drug Administration, the U.S. Department of Agriculture, other federal agencies, state, and local agencies that administer and enforce laws and regulations that govern aspects such as nutrition labeling of standard menu items, food storage, handling and preparation, and service and restaurant sanitary conditions. State and local agencies inspect food services businesses to ensure that they comply with these laws and regulations. Certain provisions of these laws impose limits on emissions resulting from commercial food preparation. Compensation of restaurant employees (including minimum wage and overtime requirements) is governed by federal, state and local laws. There may be other laws applicable to your business. We urge you to make further inquiries about these laws.

## **ITEM 2** **BUSINESS EXPERIENCE**

### **Chief Executive Officer and Secretary: Michael J. Roper**

Mr. Roper has been our Chief Executive Officer and Secretary since May 2021 and has held the same positions with ~~Muscle Maker Development International LLC (“(i) MMDI”)~~ since November 2020 ~~and with MMI and, (ii) MMD since May 2018, and (iii) Sadot, LLC S~~ since October 2022, ~~Mr. Roper has served as, He is also~~ the Chief Executive Officer ~~of SGI and Secretary of Sadot, LLC. MMB S~~ since May 2018, ~~Mr. Roper has, He is also the owner of Allsquare Boxes, LLC in Flower Mound, Texas since November 2017. He served as the Chief Executive Officer of Muscle Maker Brands, LLC (“MMB”). Mr. Roper~~ ~~Secretary of SGI from May 2018 to September 2023. He~~ has held all positions with us and our affiliates from our corporate headquarters in Texas. ~~Since November 2017, Mr. Roper has been the owner of Allsquare Boxes, LLC in Flower Mound, Texas.~~

### **Chief Operating Officer: Kenn Miller**

Mr. Miller has been our Chief Operating Officer since May 2021 and has held the same positions with ~~(i) MMDI since November 2020 and with MMI~~ ~~(ii) SGI~~ and MMD since September 2018. Mr. Miller has held all positions with us and our affiliates from our corporate headquarters in Texas. ~~He was previously the Senior Vice President of Operations of Dickey’s BBQ in Dallas, Texas from April 2018 to September 2018. Mr. Miller was the Senior Vice President of Operations and Development for Taco Bueno in Irving, Texas from June 2015 to April 2018.~~

### **Chief Investment Officer and Chairman: Kevin Mohan**

Mr. Mohan has been our Chief Investment Officer and Chairman since May 2021 and has held the same positions with (i) MMDI since November 2020 and ~~with MMI~~(ii) SGI and MMD since April 2018. Mr. Mohan has held all positions with us and our affiliates from our corporate headquarters in Texas.

Chief Financial Officer: Jennifer Black

Ms. Black has been our MMD, MMDI, and ~~MMI's~~SGI's Chief Financial Officer since January 2022 and works from our corporate headquarters in Texas. From September 2018 to December 2021, she was the Chief Financial Officer of Eagle Pressure Control in Fort Worth, Texas. ~~From October 2015 to September 2018, she was the Controller of Ag Resource Management in Fort Worth, Texas.~~

Chief Marketing Officer: Aimee Infante

Ms. Infante has been our Chief Marketing Officer since May 2021 and has held the same position with (i) MMDI since November 2020 and (ii) SGI and MMD since May 2019. She was MMD's Vice President of Marketing from July 2017 to May 2019. Ms. Infante has held all positions with us and our affiliates from our corporate headquarters in Texas.

Senior Vice President Brand Development/Franchise Sales: Rodney C. Silva

Mr. Silva has been our, MMDI, SGI, MMD, and MMB's Senior Vice President of Brand Development/Franchise Sales since May 2022. He was our Vice President of Brand Development/Franchise Sales from May 2021 to May 2022 and held the same position with (i) MMDI from November 2020 to May 2022 and (ii) SGI and MMD from July 2017 to May 2022. Mr. Silva has held all positions with us and our affiliates from our corporate headquarters in Texas.

Vice President Franchise Sales & Development: Michael A. Spavelko

Mr. Spavelko has been the Vice President of Franchise Sales & Development for us, MMD, and ~~MMI~~SGI since January 2022 ~~from our corporate headquarters in Texas.~~ He serves in his current capacity from Jacksonville, Florida. Mr. Spavelko's employment history prior to January 2022 was as follows: from ~~June 2015 to April 2018, he served as Senior Director of Development for Quiznos in Denver, Colorado; from~~ May 2018 to May 2019, he served as Senior Director of Development for Rego Restaurant Group in Denver, Colorado; from May 2019 to September 2019, Mr. Spavelko was exploring other employment opportunities; from September 2019 through March 2020, he was employed by Zambrero in Warwick, Rhode Island as that company's Vice President of US Operations; from April 2020 to September 2020, Mr. Spavelko was exploring employment opportunities; in September 2020, Mr. Spavelko became a self-employed licensed real estate broker and sold commercial and residential properties in Jacksonville, Florida through May 2021; from June 2021 through December 2021, Mr. Spavelko returned to Zambrero in Warwick, Rhode Island as that company's General Manager – Development - North America.

Senior Vice President Brand Development/Franchise Sales: Rodney C. Silva

~~Mr. Silva has been our, MMDI, MMI, MMD, and MMB's Senior Vice President of Brand Development/Franchise Sales since May 2022. He was our Vice President of Brand Development/Franchise Sales from May 2021 to May 2022 and held the same position with MMDI from November 2020 to May 2022 and with MMI and MMD from July 2017 to May 2022. Mr. Silva has held all positions with us and our affiliates from our corporate headquarters in Texas.~~

~~Chief Marketing Officer: Aimee Infante~~

~~Ms. Infante has been our Chief Marketing Officer since May 2021 and has held the same position with MMDI since November 2020 and with MMI and MMD since May 2019. She was MMD's Vice President of Marketing from July 2017 to May 2019. Ms. Infante has held all positions with us and our affiliates from our corporate headquarters in Texas.~~

Senior Vice President of Operations: Thienso Nguyen

Mr. Nguyen has been our Senior Vice President of Operations since May 2021 from New Haven, Connecticut. Since January 2020, Mr. Nguyen has also been an owner of SaladCo Holdings LLC, ~~the owner of the SaladCraft® brand.~~ From October 2017 to May 2021, he was our Chief Executive Officer, President and Managing Member. Mr. Nguyen is based in New Haven, Connecticut.

~~Senior Vice President of Business Development/Franchising: Dennis Bok~~

~~Mr. Bok has been our Senior Vice President of Business Development/Franchising since May 2021 from New Haven, Connecticut. Since January 2020, Mr. Bok has also been an owner of SaladCo Holdings LLC, the owner of the SaladCraft® brand. From October 2017 to May 2021, he was our Director of Franchise Development. Mr. Bok is based in New Haven, Connecticut.~~

**ITEM 3**  
**LITIGATION**

No litigation is required to be disclosed in this Item.

**ITEM 4**  
**BANKRUPTCY**

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

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

*Initial Franchise Fee:* ~~You must pay us an~~The initial franchise fee ~~of~~for your first Pokemoto Shop is \$30,000. ~~We will discount the initial franchise fee to~~ \$25,000 ~~when you execute the Franchise Agreement~~ for your or your affiliates' second Pokemoto Shop, and to \$20,000 for your or your affiliates' third and each subsequent Pokemoto Shop. The initial franchise fee is fully earned by us upon the execution of the Franchise Agreement, payable in lump sum, non-refundable, and. In the fiscal year 2023, the initial franchise fee we collected ranged from \$5,000 to \$25,000; however, going forward, we anticipate that we will uniformly impose d the initial franchise fee.

~~SaladCraft Fee. If you are signing a SaladCraft Addendum, in addition to your initial franchise fee, you must pay us an initial fee of \$12,500. This fee is fully earned by us upon the execution of the SaladCraft Addendum, non-refundable, and uniformly imposed.~~

*Veteran's Incentive Program:* If you or your owners are active members of, or were honorably discharged from, the United States armed forces and remain in good standing under all agreements with us, we may reduce your initial franchise fee to ~~\$10,000~~20,000. To qualify for this reduction in the initial franchise fee, you must sign and satisfy the conditions under the Veteran's Incentive Program Addendum attached as Exhibit C to this disclosure document when you sign the Franchise Agreement. We may suspend or terminate the offer to participate in the Veteran's Incentive Program at any time.

*Training Fee:* We do not charge any training fee for training you (or one of your Controlling Principals) and your General Manager; however, you must pay us in lump sum a training fee of \$1,500 per person to train any additional trainees. We assume that you will not send more than one additional trainee. The training fee is fully earned by us upon the execution of the Franchise Agreement, non-refundable, and uniformly imposed.

**ITEM 6**  
**OTHER FEES**

Fees <sup>(1)</sup>	Amount	Due Date	Remarks
Royalty Fee <sup>(2)</sup>	6% of Gross Sales	Weekly, on the date we specify (currently, Wednesday)	We will withdraw the Royalty Fee by EFT from your designated bank account.
Brand Development Fee	<del>Our then-current initial fee (currently, 1% of Gross Sales)</del>	Weekly, on the date we specify (currently, Wednesday)	We will withdraw the Brand Development Fee by EFT from your designated bank account.
<u>Technology Fee</u>	<u>Estimated to be \$75 to \$300 per month</u>	<u>Monthly</u>	<u>Currently not charged, but during the term of the Franchise Agreement, we may charge you a technology fee, which we expect will be in the range of \$75 to \$300 per month. This amount is subject to change.</u>
<u>Gift Cards</u>	<u>Estimated to be \$75 to \$100 per pack of 500 cards.</u>	<u>As invoiced</u>	<u>Currently not required, but in the future we may require you to purchase gift cards from us or our affiliates. This amount is subject to change.</u>

Fees <sup>(1)</sup>	Amount	Due Date	Remarks
Initial Training Fee for replacement <u>Controlling</u> Principal or General Manager	<del>Our then-current initial training fee (currently, \$1,500 per person)</del>	Before Training	You must pay us our then-current training <u>fee (currently, \$1,500 per person)</u> for training your replacement General Manager or <u>Controlling</u> Principal. You are responsible for the wages of your trainees and the expenses incurred by them while attending the training program, including travel, lodging, and meals. <u>This amount is subject to change.</u>
Additional On-Site Training	<del>Our then-current per diem rate per trainer, plus expenses (Currently, \$300 per trainer per day), plus actual cost travel, lodging, and meals</del>	When billed	If you request that we provide additional training at your Shop, you must pay our <u>then-current</u> daily fee <u>(currently, \$300 per trainer per day)</u> for each trainer we send to your Shop, and you must reimburse each trainer's expenses, including travel, lodging and meals. <u>This amount is subject to change.</u>
Interest	1.5% per month or the highest rate allowed by applicable law, whichever is less	On demand	Interest may be charged on all overdue amounts. Interest will accrue from the original due date until payment is received in full
Audit Fee	<del>Actual</del> <u>Cost</u> of audit <del>(estimated to be between \$1,000 and \$5,000)</del>	When billed	Payable only if we find, after an audit, that you have understated any amount you owe to us or Gross Sales by 2% or more. You must also pay the understated amount plus interest.
<del>Prohibited</del> <u>Unappro</u> ved Product or Service Fee	\$250 per day of use of unauthorized products or services	If incurred	<del>In addition to other remedies available to us</del> <u>Payable only if you sell any food, beverage, products, novelty items, clothing, souvenirs or perform any services that we have not approved or authorized.</u>
Transfer Fee	<del>\$5,000</del> <u>10,000</u>	Along with your request for approval of the transfer	You are not required to pay the transfer fee in the event of <del>(i)</del> transfer of the Shop and/or the Franchise Agreement from you (if you are an individual) to a corporation in which you own the entire issued and outstanding ownership interest; <del>and (ii) transfer by your owners (other than your Controlling Principals).</del>

Fees <sup>(1)</sup>	Amount	Due Date	Remarks
Successor Franchise Fee	50% of our then-current initial franchise fee	Upon renewal of the Franchise Agreement	
Product and/or Supplier Evaluation	<a href="#">Actual cost of evaluation (estimated to be \$250 per product/supplier)</a>	With request for approval	Payable if you request that we evaluate a product or supplier that we have not previously approved and that you want to use in your Shop. This fee will be refunded if we approve the product or supplier.
Liquidated Damages	An amount equal to average value of the Royalty Fees you paid and/or owed to us during the 52 weeks prior to termination multiplied by the lower of the following (i) 104, being the number of weeks in 2 full years, or (ii) the number of weeks remaining during the term of the applicable Franchise Agreement	Immediately upon termination	Payable if we terminate the Franchise Agreement for cause.
<del>Remedial Measures</del>	<del>Actual cost incurred by us to rectify the deficiencies in your Shop.</del>	<del>As invoiced</del>	<del>If you fail to operate your Shop in strict conformity with our methods, standards and specifications and fail to correct such deficiencies within a reasonable time as determined by us, we may correct such deficiencies and charge you a reasonable fee for it.</del>

Fees <sup>(1)</sup>	Amount	Due Date	Remarks
Management Fee	5% of Gross Sales, plus expenses	If incurred	<del>We may</del> <u>This amount is payable only if we</u> step in and manage your Shop <del>in certain circumstances, including your death, disability or prolonged absence. We will charge a management fee if we, or designate a third party to</del> manage your Shop, <del>and you must reimburse our expenses. The management fee is in addition to royalties and all other fees due</del> <u>in following circumstances: (1) if you abandon or fail to actively operate your Shop; (2) if we are entitled to terminate the Franchise Agreement; or (3) if the Franchise Agreement expires or is terminated and we are deciding whether to exercise our option to purchase your Shop.</u>
Costs and Attorneys' Fees	Actual legal costs and attorneys' fees incurred by us in connection with any dispute arising from the Franchise Agreement	On demand	If we prevail in any dispute arising from the Franchise Agreement, then you must pay us the legal costs and reasonable attorney fee incurred by us in connection with such dispute.
Indemnification	Actual costs incurred by us from claims that arise from your operation of the Shop	On demand	You must reimburse us for the costs we incur if we are sued or held liable for claims that arise from your operation of the Shop or for costs associated with defending claims that you used the trademarks in an unauthorized manner.
Insurance	Reimbursement of our costs	If incurred	If you do not maintain the required insurance coverages, we may obtain it on your behalf, and you must reimburse us.

Notes:

1. Except as noted above, all fees described in this Item 6 are non-refundable. ~~Certain existing franchisees may pay different fees or amounts than described above~~The fees are not uniformly imposed because we have negotiated some of these fees with certain franchisees.
2. For the purposes of determining the fees to be paid under the Franchise Agreement, "Gross Sales" shall mean the total selling price of all services and products and all income of every other kind and nature related to the Shop (including any sales or orders of food products or food preparation services provided from or related to the Shop), delivery and catering, whether for cash

or credit and regardless of collection in the case of credit. In the event of a cash shortage, the amount of Gross Sales shall be determined based on the records of the point of sale system and any cash shortage shall not be considered in the determination. Gross Sales expressly excludes taxes collected from your customers and paid to the appropriate taxing authority, customer refunds or adjustments, or third-party delivery fees. If you do not report the Shop's Gross Sales, we may debit your account for 120% of the last Royalty Fee and Brand Development Fee that we debited. If the Royalty Fee and Brand Development Fee we debit are less than the Royalty Fee and Brand Development Fee you actually owe us, once we have been able to determine the Shop's true and correct Gross Sales, we will debit your account for the balance on a day we specify. If the Royalty Fee and Brand Development Fee we debit are greater than the Royalty Fee and Brand Development Fee you actually owe us, we will credit the excess against the amount we otherwise would debit from your account during the following month. If any state imposes a sales or other tax on the royalty fees, then we may collect this tax from you.

**ITEM 7**  
**ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Initial Franchise Fee <sup>(1)</sup>	<del>\$25,000</del> <u>30,000</u>	Lump Sum	On signing Franchise Agreement	Us
<del>SaladCraft Fee</del> <sup>(4)</sup>	<del>\$0 to \$12,500</del>	<del>Lump Sum</del>	<del>On signing SaladCraft Addendum</del>	<del>Us</del>
Rent – 3 Months <sup>(2)</sup>	<del>\$7,500</del> <u>9,000</u> to <del>\$22,500</del> <u>27,000</u>	As determined by Landlord	Before opening	Landlord
Security Deposits <sup>(3)</sup>	\$3,000 to <del>\$8,500</del> <u>9,000</u>	As arranged	As arranged	Landlord, Utility Companies
Leasehold Improvements <sup>(4)</sup>	<del>\$75,000</del> <u>80,000</u> to <del>\$175,000</del> <u>200,000</u>	As arranged	As arranged	Third-party Approved Supplier
Equipment, Furniture and Signs <sup>(5)</sup>	<del>\$35,000</del> <u>38,000</u> to <del>\$50,000</del> <u>53,000</u>	As arranged	As arranged	Third-party Suppliers, including Approved Suppliers
<del>POS / Computer System (including the POS System)</del> <sup>(6)</sup>	<del>\$1,200</del> <u>1,500</u> to <del>\$2,400</del> <u>3,000</u>	As arranged	As arranged	Third-party Suppliers, including Approved Suppliers
Video Surveillance System <sup>(7)</sup>	\$1,000 to <del>\$4,000</del> <u>5,000</u>	As arranged	As arranged	Third-party Suppliers, including Approved Suppliers

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Insurance – Annual Premium <sup>(8)</sup>	<del>\$1,000</del> <u>1,500</u> to <del>\$2,400</del> <u>7,400</u>	As arranged	As arranged	Insurance Companies
Permits and Licenses <sup>(9)</sup>	<del>\$300</del> <u>500</u> to <del>\$600</del> <u>1,000</u>	As arranged	As arranged	Government Agencies
Initial Inventory <sup>(10)</sup>	\$5,000 to \$10,000	As arranged	As arranged	Third-party Suppliers, including Approved Suppliers
Initial Training Fee and Travel Expenses for Training <sup>(11)</sup>	\$2,500 to <del>\$4,500</del> <u>6,000</u>	As arranged	As incurred	Us, Third-party Suppliers, and Employees
Professional Fees <sup>(12)</sup>	\$500 to \$5,000	As arranged	As arranged	Third-party Suppliers
Grand Opening <sup>(13)</sup>	<del>\$500</del> <u>7,000</u> to <del>\$5,000</del> <u>12,000</u>	As arranged	As incurred	Third-party Suppliers
Additional Funds – 3 Months <sup>(14)</sup>	\$5,000 to \$10,000	As arranged	As incurred	Various
<b>Total</b>	<del>\$162,500</del> <u>184,500</u> to <del>\$337,400</del> <u>378,400</u>			

None of the amounts you pay us are refundable. The amounts you pay third-parties will be governed by your terms with such third-parties, and may include certain refundable amounts such as a security deposit. We do not finance any portion of your initial investment. The above estimates assumes that you will timely perform all pre-opening obligations and commence operations of your Shop within the time periods prescribed in your Franchise Agreement. All estimates listed in the table above exclude tax.

**Notes:**

1. ***SaladCraft Initial Franchise Fee.*** ~~The initial Franchisees are not currently required to sign a SaladCraft Addendum. If you wish to offer SaladCraft® products, you must meet our criteria and be approved for the program by us, before signing a SaladCraft Addendum.~~ fee for your first Pokemoto Shop is \$30,000. We discount the initial franchise fee to \$25,000 for your or your affiliates’ second Pokemoto Shop, and to \$20,000 for your or your affiliates’ third and each subsequent Pokemoto Shop. If you or your owners are active members of, or were honorably discharged from, the United States armed forces and remain in good standing under all agreements with us, we may reduce your initial franchise fee to \$20,000.

2. ***Rent.*** If you do not own adequate property (which we expect to be the case), you must lease the property for your business. The typical size for a Pokemoto Shop is 1,000 to 2,000 square feet. This range also includes the pro rata share of common area maintenance, real estate taxes, insurance, and other charges. The costs for a suitable location ~~will vary widely depending on~~

factors such as property location, population density, economic climate, prevailing interest rates and other financing costs, conditions of the property and extent of alterations required for the property. You should investigate all of these costs in the area where you wish to establish a Shop.

~~Landlords may vary the base rental rate and charge rent based on a percentage of gross sales. In addition to base rent, the lease may require you to pay common area maintenance charges your pro rata share of the real estate taxes and insurance, and your pro rata share of other charges. The actual amount you pay under the lease will vary depending on the size of the Shop, the types of charges that are allocated to tenants under the lease, your ability to negotiate with landlords and the prevailing rental rates in the geographic region.~~

~~If you choose to purchase real property on which to build your Shop, your initial investment will be higher than what we estimate above. If you purchase real property, we cannot estimate how this purchase will affect your total initial investment.~~

3. **Security Deposits.** We expect that you will need to pay deposits for your local utilities, such as telephone, electricity and gas, and your landlord may require you to pay a security deposit. The amount of your deposits will depend, in part, on your credit rating and the policies of the individual utility companies. Our estimate assumes that your landlord will require one to two month's rent as a security deposit.

4. **Leasehold Improvements.** The cost of leasehold improvements ~~will vary~~ dependings on numerous factors, including: (i) the size and configuration of the premises; (ii) pre-construction costs (such as demolition of existing walls and removal of existing improvements and fixtures); and (iii) cost of materials and labor, which may vary based on geography and location. Our estimates are based on the assumption that your landlord will provide a shell space that includes a level concrete floor suitable for floor covering, air conditioning, electricity, gas, sewers, bathroom facilities, water and plumbing suitable for a retail business. Leasehold improvements needed may include proper wiring and plumbing, floor covering, wall covering, partitions, lighting and fixtures, storefront modifications, painting, cabinetry and the like. ~~These amounts may vary substantially based on local conditions, including the availability and prices of labor and materials. These costs may also vary depending on whether certain of these costs will be incurred by the landlord.~~ Our estimate does not include any tenant improvement allowance that you may negotiate.

~~You must employ a qualified licensed general contractor to construct the improvements for your Shop. We must approve of the general contractor you select before leasehold improvements can begin. We must also approve of the build-out design for the layout of your Shop.~~

5. **Equipment, Furniture and Signs.** ~~The equipment you will need for your Shop~~ range includes the cost of purchasing all equipment (i.e., freezer units, refrigeration units, toppings bar, and smallwares. You must also purchase or lease tables and chairs for your Shop, as well as), furniture, and the interior and exterior signage ~~that we require~~ you will need for your Shop.

6. **POS/Computer System.** ~~You must purchase or lease the computerized~~ The range includes the cost of purchasing the point of sale system and ~~back office~~ the eComputer ~~s~~ System that we specify (as defined in Item 11) required for your Shop.

7. **Video Surveillance System.** We recommend but do not require ~~Y~~ you must purchase and to install the video surveillance system ~~that we designate~~ at your Shop.

8. **Insurance.** ~~You must have the insurance that we specify for your Shop at all times during the term of your Franchise Agreement.~~ The range includes the cost of premiums for the insurance coverages that you are required to maintain in connection with the development and operation of your Shop. See Item 8 for the list of minimum required insurance coverages.

9. **Permits and Licenses.** Our estimate includes the cost of obtaining local business licenses which typically remain in effect for one year. ~~The cost of these permits and licenses will vary substantially depending on the location of the Shop.~~

10. **Initial Inventory.** Our estimate includes your initial inventory of sashimi grade fish, sauces, rice, produce, toppings, bowls, paperwares, spoons and cleaning supplies.

11. **Initial Training Fees including the Travel and Living Expenses While Training.** We do not charge any training fee for ~~training~~ you (or one of your Controlling Principals) and your General Manager; however, you must pay us in lump sum a training fee of \$1,500 to train any additional trainees. The training fee is fully earned by us upon the execution of the Franchise Agreement. The training fees is uniformly imposed and is not refundable under any circumstances. This estimate includes ~~an~~the initial training fee of \$1,500 for us to train ~~each~~ each additional ~~employee~~trainee, and your out-of-pocket costs associated with attending our initial training program, including travel, lodging, meals, and applicable wages for the first two trainees. Your costs may vary depending on your selection of lodging and dining facilities and mode and distance of transportation. The lower end of our estimate assumes that the trainees live within driving distance of our training facility.

12. **Professional Fees.** We expect that you will retain an attorney and an accountant to assist you with evaluating this franchise offering, and with negotiating your lease or purchase agreement for the approved location.

13. **Grand Opening Expenses.** We ~~recommend, but do not require,~~ that you conduct an advertising campaign announcing the grand opening of your Shop. ~~This estimate is based on the amounts that some of our existing franchisees have spent towards grand opening of their Pokemoto Shops.~~ You must spend at least \$7,000 on your grand opening campaign, but depending on the density of population in the neighborhood of your Shop, we may require you to spend up to \$12,000 on your grand opening campaign.

14. **Additional Funds.** This amount is our estimate of what you will need to cover the gap between your revenues and your operating expenses, including employee's salaries during your first 3 months of operation. These estimates do not include costs you may incur for any debt that you may service, your living expenses, or your own salary, if you manage the Shop.

We relied on our affiliates' and our franchisees' experience in developing and operating Pokemoto Shops to compile the data disclosed in this Item 7. If you obtain financing from others to pay for some of the expenditures necessary to establish and operate the franchise, the cost of financing will depend on your creditworthiness, collateral, lending policies, financial condition of the lender, regulatory environment, and other factors.

**ITEM 8**  
**RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

You must purchase or lease and install all fixtures, furnishings, equipment, décor items, signs and related items we require, [and only those that we require or approve](#), all of which (i) must conform to the standards and specifications in our Confidential Operations Manual (“Manual”) or otherwise conveyed to you in writing, and (ii) must be purchased from our designated suppliers (which may be limited to us or affiliates). You may not install or permit to be installed on the Shop premises any fixtures, furnishings, equipment, décor items, signs, games, ATM machines, vending machines or other items without our written consent or that do not comply with our specifications.

To maintain quality and consistency, you must operate the Shop in strict conformity with the methods, standards and specifications that we prescribe in the Manual or otherwise in writing. You must maintain in sufficient supply and use and sell at all times only those food and beverage items, ingredients, products, materials, supplies and paper goods that meet our standards and specifications. All menu items must be prepared in accordance with the recipes and procedures specified in the Manual or other written materials. You must not deviate from these standards and specifications by the use or offer of non-conforming items, or differing amounts of any items, without obtaining our written consent first. We can, and expect to, modify our standards and specifications as we deem necessary. We will provide you notice in the Manual or other methods (such as by e-mail) of any changes in the standards and specifications; however, we do not issue or permit our franchisees to share, our standards or specifications to any third-party suppliers.

If we have not designated a supplier for any product or service that you wish to use for the development or operation of your Shop, you may purchase such product or service from a supplier of your choosing that demonstrates the ability to meet our then-current standards and specifications and possesses adequate quality controls and capacity to supply your needs promptly and reliably. We do not make our supplier evaluation criteria available to you or any supplier.

As of the issuance date of this disclosure document, we require you to (i) purchase certain components of the Computer System, video surveillance system, food, and beverage from third-party suppliers approved by us, and (ii) hire a general contractor approved by us to develop your Shop. We may, upon written notice to you, modify the list of our designated suppliers and/or require you to purchase additional goods and services from our designated suppliers, which may be limited to us or our affiliates.

As of the issuance date of this disclosure document, neither we nor any of our affiliates are the approved or sole suppliers of any product or service that you must purchase or lease in connection with the development or operation of your Shop. ~~We, but, in the future, we~~ and our affiliates may ~~earn a profit~~[derive revenue](#) from the sale of goods and services to our franchisees. None of our officers has an ownership interest in any approved supplier.

If you wish to purchase, lease, or use any products or other items from an unapproved supplier, you must submit a written request for approval, or must request the supplier to do so, together with our then-current fee (currently \$250). We must approve any product or supplier in writing before

you make any purchases of that product or from that supplier. We can require that our representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered, either to us or to an independent laboratory, for testing. We may re-inspect the facilities and products of any approved supplier and to revoke our approval if the supplier fails to continue to meet any of our then-current standards. Our supplier approval procedure does not obligate us to approve any particular supplier. We will notify you within 30 days after we complete the inspection and evaluation process of our approval or disapproval of any proposed supplier. We are not required to make available to you or to any supplier our criteria for product or supplier approval. We may designate that certain required items may be purchased from any supplier.

We may negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of the system of Pokemoto Shops (the "System"). As of the date of this disclosure document, there are no purchasing or distribution cooperatives in which you must participate.

We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the Pokemoto Shops in our System. ~~We~~As of the date of this disclosure document, we and/or our affiliates ~~may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us and~~do not derive any revenue from direct sales or leases of products and services to our franchisees. ~~If, but~~ we ~~do establish these types of alliances or programs, we may limit the number of~~receive rebates in the range of 6% to 10% and \$5 to \$300 per unit purchased by franchisees from our approved suppliers ~~with whom you may deal, we may designate sources that you must use for some or all products, equipment and services, and we may refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System or the franchised network of Pokemoto Shops of food and beverage. In the fiscal year 2023, we received rebates in the amount of \$107,203 (approximately 18% of our total revenue in 2023 fiscal year of \$580,000) from third party suppliers based on franchisee purchases of required goods or services.~~

We may collect and retain any and all allowances, rebates, credits, incentives, or benefits offered by manufacturers, suppliers, and distributors to you, to us, or to our affiliates, based upon your purchases of products and services from manufacturers, suppliers, and distributors. We or our affiliates may collect and retain any or all of these amounts without restriction (unless otherwise instructed by the manufacturer, supplier, or distributor). ~~As of the date of this disclosure document, we receive rebates in the range of 6% to 10% and \$5 to \$300 per unit purchased by franchisees from our approved suppliers of food and beverage. In the fiscal year 2022, we received rebates in the amount of \$75,677 (approximately 25% of our total revenue in our 2022 fiscal year of \$303,126) from third party suppliers based on franchisee purchases of required goods or services.~~

We estimate that your required purchases from us, approved suppliers, or pursuant to our specifications, will represent approximately 75% to 80% of your total purchases in establishing the Shop, and approximately 55% to 65% of your total purchases in the continuing operation of the Shop. We do not provide material benefits to franchisees based on their purchase of particular products or services.

~~All advertising and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery used in the Pokemoto Shop) and other items we designate must bear the Marks in the form, color, location and manner we prescribe. In addition, all your advertising and promotion in any medium must be conducted in a dignified manner and must conform to the standards and requirements in the Manual or otherwise. You must obtain our approval before you use any advertising and promotional materials and plans if we have not prepared or approved them during the 12 months before their proposed use. Any advertising and promotional materials you submit to us for our review will become our property.~~

You must obtain our approval of the site for the Shop before you acquire the possession of the site. You must also obtain our approval of any contract of sale or lease for the Shop before you sign the contract or lease. At our request, you and your landlord must sign a ~~Collateral Assignment of Lease with us~~[Rider](#) (Attachment ~~BC~~[BC](#) to the Franchise Agreement) which provides that your lease can be assigned to us on expiration or termination of your Franchise Agreement.

Before you open your Shop, you must obtain the insurance coverages we require. Below are our current insurance requirements:

- Worker's Compensation or similar insurance as required by the law of the state or jurisdiction in which you are engaged in business, for trainees, as well as for those employed or engaged in the operation of your Shop.
- Comprehensive auto liability insurance (including delivery driver coverage if your business is offering such service) \$1,000,000 combined single limit on each owned, non-owned or hired vehicle that you will use in the operation of your Shop.
- Comprehensive general liability insurance with limits of at least \$1,000,000 per person per occurrence (for bodily injury and at least \$25,000 for property damage per occurrence.
- Insurance on the premises, equipment (except portable equipment) and supplies, for loss or damage by fire, windstorm, flood and other risks usually insured against by the owners or lessors of similar property, for at least 90% of the replacement cost of the property. Unless a written waiver is obtained from us, any Shop sustaining loss or damage must be repaired, restored or rebuilt within 60 days of the date of the loss or damage.
- Employer's liability insurance, for employee bodily injuries and deaths, with a limit of \$500,000 each accident.
- [Cyber liability insurance coverage of \\$1,000,000 per incident.](#)

We may modify our insurance requirements during the term of your Franchise Agreement, and any modifications will be communicated to you in our Manual or otherwise in writing. This insurance coverage must be maintained during the term of the Franchise Agreement and must be obtained from a responsible, duly licensed carrier or carriers acceptable to us. All insurance must be on an "occurrence" basis. ~~We should be listed as additional insureds in all insurance policies.~~

In addition to the coverages required in the Manual, related to any construction, renovation or remodeling of the Shop, you must maintain builders risks insurance and performance and completion bonds in forms and amounts, and written by a carrier or carriers, satisfactory to us. All of your insurance policies must name us, those of our affiliates that we specify, and the respective officers, directors, shareholders, partners, agents, representatives, independent contractors,

servants and employees of each of them, as additional named insureds and must include a waiver of subrogation in favor of all those parties.

We may require that you obtain from your insurance company a report of claims made and reserves set against your insurance.

**ITEM 9**  
**FRANCHISEE’S OBLIGATIONS**

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

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/ lease	<del>Section</del> <a href="#">Article 2</a> and <a href="#">Sections 5.1 and 5.2</a>	Items 8 and 11
b. Pre-opening purchases/leases	Sections <del>5, 2.5, 5.8, 5.9, 5.10 and 8.5,</del> and <a href="#">Articles 6, and 7 and 8;</a> <del>SaladCraft Addendum Section 6</del>	Items 5, 6, 7, 8 and 11
c. Site development and other pre-opening requirements	<del>Section</del> <a href="#">Articles 2 and 6</a>	Items 7, 8 and 11
d. Initial and ongoing training	Sections <del>5 and 6</del> <a href="#">6.4</a>	Items 5, 6, 7 and 11
e. Opening	Sections <del>2, 2.6</del> and <a href="#">Article 6</a>	Items 5, 6, 7 and 11
f. Fees	Sections 4, 8, 11, 14 and 18; <del>SaladCraft Addendum Sections 2 and 9</del>	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	Sections 2, 3, 6, 7, 8, 9, 10, 11, 12; <del>SaladCraft Addendum Sections 4 and 7</del>	Items 8, 11, 13, 14, and 16
h. Trademarks and proprietary information	<del>Sections 9 and</del> <a href="#">Article 10,</a> <a href="#">Sections 10.1 and 10.2,</a> and Attachment D; <del>SaladCraft Addendum Section 3</del>	Items 11, 13 and 14
i. Restrictions on products/services offered	Sections <del>7;</del> <del>SaladCraft Addendum</del> <a href="#">7.5 and 7.10</a>	Items 8 and 16
j. Warranty and customer service requirements	<del>Section</del> <a href="#">Articles 6 and 7</a>	Item 8
k. Territorial development and sales quotas	Not applicable	Item 12

Obligation	Section in Franchise Agreement	Disclosure Document Item
l. Ongoing product/service purchases	<del>Section</del> <a href="#">Article 7</a> ; <del>SaladCraft Addendum Section 6</del>	Items 6 and 8
m. Maintenance, appearance and remodeling requirements	Sections <del>2</del> , <del>7.2.4</del> , <del>2.5</del> , <del>7.2</del> , <del>7.3</del> , <del>18.11</del> , and <del>14</del> <a href="#">19.21</a>	Items 8 and 11
n. Insurance	<del>Section</del> <a href="#">Article 12</a> ; <del>SaladCraft Addendum Section 10</del>	Items 7 and 8
o. Advertising	<del>Section</del> <a href="#">Article 8</a>	Items 6, 8 and 11
p. Indemnification	<del>Section</del> <a href="#">Article 15</a> ; <del>SaladCraft Addendum Section 13</del>	Item 6
q. Owner's participation/management/staffing	Sections 6, 14, 15 and 19	Items 11 and 15
r. Records and Reports	Sections <del>44.2</del> , <del>77.7</del> , and <del>7.9</del> and <a href="#">Article 11</a>	Item 6
s. Inspections and audits	Sections <del>22.5</del> , <del>77.5</del> , and <del>11.3</del>	Items 6, 8 and 11
t. Transfer	<del>Section</del> <a href="#">Article 14</a>	Items 6 and 17
u. Renewal	Section <del>33.2</del>	Items 6 and 17
v. Post-termination obligations	<del>Section</del> <a href="#">Article 18</a> ; <del>SaladCraft Addendum Section 14</del>	Items 6 and 17
w. Non-competition covenants	<del>Section</del> <a href="#">Article 10</a> and <del>Attachment D</del> ; <del>SaladCraft Addendum Section 11(c)</del>	Item 17
x. Dispute Resolution	Sections <del>19</del> <a href="#">19.7</a> , <a href="#">19.8</a> , <a href="#">19.8</a> , and <a href="#">19.10</a>	Items 6 and 17
y. Liquidated Damages	Section <del>18</del> <a href="#">18.14</a>	Item 6

## **ITEM 10** **FINANCING**

We do not offer, either directly or indirectly, any financing arrangements to you. We do not guarantee your notes, leases or other obligations.

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

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

**Pre-Opening Obligations**

Before the opening of your Shop, we will provide the following assistance and services:

1. We will review and accept or reject the proposed site for your Shop. Our determination to accept or not accept a site may be based on various criteria (such as demographics, proposed rental rates, neighborhood and nearby business counts and characteristics, nearby residential populations, traffic count, accessibility, parking, visibility, signage, and competition) which may change. We do not select or approve the area within which you must select a site for your Shop. We typically accept or reject your lease within 30 days of your providing us all required information. We do not lease or sublease the premises to our franchisees. We may terminate the Franchise Agreement if you fail to locate an acceptable Site within 90 days from the execution of the Franchise Agreement. We do not own any of the premises. You will be responsible for leasing the premises from third party landlord/lessors (Franchise Agreement, Section 2.2)
2. We will provide you with our written site selection guidelines and the site selection assistance we deem advisable. You must conform the premise to local ordinances, building codes and obtaining any required permits, and/or constructing, remodeling, or decorating the premises. You must hire a local architect and contractor to develop construction plans that satisfy these requirements and all applicable laws. (Franchise Agreement, Section 5.1.)
3. We will lend you one set of prototypical design plans and specifications for a Shop for adaptation by you at your expense- (Franchise Agreement, Section 5.3.)
4. We will grant you access to our Manual, which ~~we may revise during the term of your Franchise Agreement~~will include standards and specifications for equipment, signs, fixtures, opening inventory, and supplies but we do not deliver or install these items at your Shop. (Franchise Agreement, Sections 5.4 and 10.1.)
5. We will provide you the list of our approved suppliers equipment, signs, fixtures, opening inventory, supplies and other materials that must be used in the development and operation of your Shop. However, we do not assist~~ance~~ with providing equipment, signs, fixtures, opening inventory, and supplies (Franchise Agreement, Sections 5.9 and 7.4.)
6. We will provide initial training to you and your trainees. (Franchise Agreement, Sections 5.10 and 6.4.)

**Obligations during the operation of your franchise**  
**Obligations During the Operation of Your Shop**

During the operation of your Shop, we will provide the following assistance and services:

1. As we reasonably determine necessary, visits to and evaluations of the Shop and the products and services provided to make sure that our high standards of quality, appearance and service of the System are maintained. (Franchise Agreement, Sections 5.5 and 7.5.6.)
2. We will grant you access to our Manual, which we may revise during the term of your Franchise Agreement. (Franchise Agreement, Sections 5.4 and 10.1.)
3. We will give advice and provide written materials concerning techniques of managing and operating the Shop, including new developments and improvements in equipment, products, recipes, packaging and preparation. (Franchise Agreement, Section 5.7.)
4. Upon your request, we will, subject to the availability of our personnel, provide on-site training assistance to you. You must pay our per diem fee for each trainer providing the training as well as reimburse our trainer's expenses. (Franchise Agreement, Section 6.4.2.)

We may, but are not obligated to, periodically set a maximum or minimum price that you may charge for any products or services offered at your Shop. (Franchise Agreement, Section 7.12).

Under the Franchise Agreement, you must open your Shop and commence business within 12 months following the date on which you sign the Franchise Agreement. Typically, the franchisees open their Shop within 6 to 12 months after signing the Franchise Agreement, depending on factors such as their ability to obtain a lease, building permits, weather conditions, shortages or delayed installation of equipment, signs or other fixtures, etc.

**Grand Opening Advertising:** We ~~recommend, but do not require,~~ that you conduct an advertising campaign announcing the grand opening of your Shop. ~~If you choose to conduct~~ You must receive our prior written approval of your grand opening advertising, we must approve of your advertising campaign before you begin it; implement it. You must spend at least \$7,000 on your grand opening campaign, but depending on the density of population in the neighborhood of your Shop, we may require you to spend up to \$12,000 on your grand opening campaign.

**Brand Development Fund:** You must contribute 1% of the Gross Sales of your Shop to the Brand Development Fund (the "Fund"). This Fund contribution must be paid on a weekly basis in the same manner as the royalty payments. As of the issuance date of this disclosure document, all Pokemoto franchisees are required to contribute to the Fund at the same rate. As of the issuance date of this disclosure document, Pokemoto Shops owned by our affiliates do not contribute to the Fund. In the fiscal year ~~2022~~2023, the Fund contributions were spent as follows: 50% on production, 25% on media placement, 10% on administrative expenses, and 15% on other miscellaneous expenses. The Fund will be maintained and administered by us or our designee as follows:

1. We direct all advertising programs and have exclusive control over creative concepts, materials and media used in the programs and their placement and allocation. The Fund is intended

to maximize general public recognition and acceptance of the Marks and improve the collective success of all Pokemoto Shops operating under the System. In administering the Fund, we and our designees are not required to make expenditures for you that are equivalent or proportionate to your contribution or to make sure that any particular franchisee benefits directly or pro rata from the placement of advertising. We are not obligated to spend any amount on advertising in the vicinity of your Shop.

2. The Fund may be used to satisfy the costs of maintaining, administering, directing and preparing advertising, including the cost of preparing and conducting television, radio, magazine, newspaper and internet-based advertising campaigns; direct mail and outdoor billboard advertising; public relations activities; social media initiatives; employing advertising agencies; development and maintenance of our Website; and costs of our personnel and other departmental costs for advertising that we administer or prepare internally. All sums you pay to the Fund will be maintained in a separate account. We may reimburse ourselves out of the Fund for our reasonable administrative costs and expenses that we may incur in the administration or direction of the Fund and advertising programs for you and the System. The Fund and its earnings will not otherwise benefit us. The Fund is operated solely as a conduit for collecting and expending the advertising fees as outlined above. Any sums paid to the Fund that are not spent in the year they are collected will be carried over to the following year.

3. We will prepare an annual statement of the operations of the Fund that will be made available to you if you request it in writing. We are not required to have the Fund audited.

4. Although the Fund is intended to be perpetual, we may terminate or suspend the activities of the Fund at any time. The Fund will not be terminated until all monies in the Fund have been spent for advertising or promotional purposes or returned to contributors on a pro rata basis. If we terminate the Fund, we may reinstate it at any time and you must again contribute to the Fund.

5. We do not use any part of the Fund contributions principally for soliciting new franchisees, but we may include references in the marketing materials of the Fund that franchises are available.

**Local Advertising:** You must conduct local advertising in the area covering at least a 5-mile radius from your Shop and you must spend not less than 1% of your Shop's Gross Sales each month for Local Advertising. We must approve all advertising before you use it. We may also periodically require you to conduct certain local advertising that meets our guidelines, and/or participate in advertising programs we have established for the System. You must provide us with an advertising expenditure report within 30 days of our request to show that you have complied with the Local Advertising requirements.

Any advertising that you propose to use that has either not been prepared by us or has not been approved by us in the immediately preceding 12-month period must be submitted to us for our approval before you may use it. We will have 15 days after receipt of all materials to approve or disapprove of the proposed advertising materials. Unless we provide our specific approval of the proposed advertising materials, the materials are deemed not approved. Any materials you submit to us for our review will become our property, and there will be no restriction on our use or distribution of these materials.

We may require you to include certain language in your local advertising, such as “Franchises Available” and our website address and telephone number.

**Advertising Cooperative:** As ~~of~~ the issuance date of this disclosure document, there are no local or regional advertising cooperatives that you must participate in. We may require you to participate in such advertising cooperatives in the future.

**Websites/Intranet:** Websites (as defined below) are considered “advertising” under the Franchise Agreement and are subject to our review and prior written approval. The term “Website” means any domain name, webpage, website, software account or app, or similar electronic, virtual, or digital platform, software, or presence that refers to the Pokemoto Shop, Marks, us, or the System.

You may not establish a Website related to the Marks or the System, nor may you offer, promote, or sell any products or services, or make any use of the Marks, through any Website without our prior written approval. We may periodically establish standards and specifications with respect to the creation, maintenance and content of any such that we deem appropriate for any Website, including a requirement that your only presence on the Internet will be through one or more web pages that we establish on our Website.

We may establish a website or other electronic system providing private and secure communications (such as an intranet) between us, our franchisees, and other persons and entities that we decide are appropriate. If we require, you must establish and maintain access to the intranet in the manner we designate. Additionally, we may periodically prepare agreements and policies concerning the use of the intranet that you must acknowledge and/or sign.

You are not permitted to promote your Shop or use any of the Marks in any manner on any social or networking websites, such as Facebook, Instagram, FourSquare, LinkedIn or Twitter, without our prior written consent. We will control all social media initiatives. You must comply with our System standards regarding the use of social media in your Franchised Business’s operation, including prohibitions on your and the Franchised Business’s employees posting or blogging comments about the Franchised Business or the System, other than on a Website established or authorized by us (“social media” includes personal blogs, social and professional networks, live-blogging tools, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools).

**Advisory Council:** As of the issuance date of this disclosure document, there is no franchisee advisory council; however, we may establish such a council in the future.

**Training:** No later than 30 days before the date you commence the operation of your Shop, you (or one of your Controlling Principals) and your General Manager must attend and complete, to our satisfaction, our mandatory initial training program which will be taught by our training instructors. We will conduct this training at our affiliate’s Pokemoto Shop or at another location we designate. Initial training programs will be offered at various times during the year depending on the number of new franchisees entering the System, replacement general managers and other personnel needing training, the number of new Pokemoto Shops being opened and the timing of

the scheduled openings of Pokemoto Shops. The initial training program takes approximate 2 weeks to complete and is mandatory for all franchisees and their general managers. We may replace any part of the in-person training program with virtual training via the Internet or pre-recorded training videos.

We do not charge any training fee for training you (or ~~one of~~ your Controlling Principals) and your General Manager; however, you must pay us in lump sum a training fee of \$1,500 to train any additional or replacement trainees. We will determine whether you and the General Manager have satisfactorily completed initial training. If you do not complete the initial training course to our satisfaction, you must re-take the training program at your expense, including payment of our then-current training fee. If you do not successfully complete the training program a second time, we may terminate your Franchise Agreement.

If the General Manager does not satisfactorily complete the initial training program or if we determine that this person cannot satisfactorily complete the training program, you must designate a replacement to satisfactorily complete the training before you will be permitted to open your Shop. Any General Manager subsequently designated by you must also receive and complete the initial training to our satisfaction, even if this requires sending that manager to our designated training location, at your expense. We may charge a fee for the initial training we provide to a replacement or successor employee if we have not approved you to provide the training. You must also pay for all expenses you, your General Manager and/or other personnel incur for any training program, including costs of travel, lodging, meals and wages.

If you request that we provide additional training on-site at your Shop, you must pay our then-current per diem fee for each trainer we provide, and you must reimburse us for any expenses our trainers incur, such as travel, lodging, and meals.

The instructional materials used in the initial training consist of our Manual, marketing and promotion materials, programs related to the operation of the point of sale system, and any other materials that we believe will be beneficial to our franchisees in the training process. The training schedule and activities of the initial training program are described below:

### TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Employment Handbook	1 ½	0	<del>Norwalk, Connecticut</del> <u>Wichita, KS</u> or any affiliate owned <u>Pokemoto</u> Shop that we designate

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Applications and Contracts	½	1	<del>Norwalk, Connecticut</del> <a href="#">Wichita, KS</a> or any affiliate owned <a href="#">Pokemoto</a> Shop that we designate
Distributors and Vendors	½	2	<del>Norwalk, Connecticut</del> <a href="#">Wichita, KS</a> or any affiliate owned <a href="#">Pokemoto</a> Shop that we designate
POS System	½	4	<del>Norwalk, Connecticut</del> <a href="#">Wichita, KS</a> or any affiliate owned <a href="#">Pokemoto</a> Shop that we designate
Products & Recipes	½	4	<del>Norwalk, Connecticut</del> <a href="#">Wichita, KS</a> or any affiliate owned <a href="#">Pokemoto</a> Shop that we designate
Food Preparation and Toppings Handling	½	12	<del>Norwalk, Connecticut</del> <a href="#">Wichita, KS</a> or any affiliate owned <a href="#">Pokemoto</a> Shop that we designate
Opening and Closing Procedures	½	4	<del>Norwalk, Connecticut</del> <a href="#">Wichita, KS</a> or any affiliate owned <a href="#">Pokemoto</a> Shop that we designate
Cleanliness/Cleaning Procedures	½	2	<del>Norwalk, Connecticut</del> <a href="#">Wichita, KS</a> or any affiliate owned <a href="#">Pokemoto</a> Shop that we designate
Front End and Cashier Duties	½	6	<del>Norwalk, Connecticut</del> <a href="#">Wichita, KS</a> or any affiliate owned <a href="#">Pokemoto</a> Shop that we designate

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Back End “Back person” Duties	½	8	<del>Norwalk, Connecticut</del> <u>Wichita, KS</u> or any affiliate owned <u>Pokemoto</u> Shop that we designate
General Store Operations	½	8	<del>Norwalk, Connecticut</del> <u>Wichita, KS</u> or any affiliate owned <u>Pokemoto</u> Shop that we designate
Equipment and Machine Operation/Cleaning	½	2	<del>Norwalk, Connecticut</del> <u>Wichita, KS</u> or any affiliate owned <u>Pokemoto</u> Shop that we designate
Store Inventory Control	½	2	<del>Norwalk, Connecticut</del> <u>Wichita, KS</u> or any affiliate owned <u>Pokemoto</u> Shop that we designate
<b>TOTAL</b>	<b>7.5</b>	<b>55</b>	

The above “HOURS ON THE JOB TRAINING” entail a recommended minimum of five full days at ~~the Norwalk, Connecticut corporate Pokemoto unit during operating hours.~~ Wichita, Kansas.

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

Our lead instructor is ~~Mare Giordano~~ Doug Waterbury, who has more than ~~5 months~~ 2 years of experience with our System and 20+ years of experience in the field that is relevant to the subjects taught.

In addition to the initial training program and any additional on-site assistance or training you request, as described above, we may offer refresher training programs or an annual meeting of our franchisees. We may designate that attendance at any refresher training program or annual meeting is mandatory for you and/or your General Manager. We do not currently charge a fee for the franchisee convention and any refresher training, but you must pay for the expenses of your trainees/attendees, including travel, lodging, meals and wages.

Franchisor will not assist in the hiring and training of employees. Franchisee will solely be responsible for hiring and training their employees.

**Operations Manual:** The Table of Contents for our Operations Manual is attached to this disclosure document as Exhibit F. As of the issuance date of this disclosure document, our Operations Manual contains approximately 72 pages.

~~**Site Selection and Opening:** You must assume all costs, liabilities, expenses and responsibility for locating, obtaining and developing a site for the Shop and for constructing and equipping the Shop at the accepted site. You will select the site for the Shop subject to our approval and using our site submittal forms and/or criteria. The Shop may not be relocated without first obtaining our written consent. Before you lease or purchase the site for the Shop, you must locate a site that satisfies our site selection guidelines. You must submit to us in the form we specify a description of the site, including evidence that the site satisfies our site selection guidelines, together with other information and materials that we may reasonably require, including a letter of intent or other evidence that confirms your favorable prospects for obtaining the site.~~

~~You must submit information and materials for the proposed site to us for approval no later than 90 days after you have signed the Franchise Agreement, unless we provide you an extension of this time period. We will have 30 days after we receive this information and materials from you to approve or disapprove the proposed site as the location for the Shop. If we do not provide our specific approval of a proposed site, the site is deemed not approved. We do not warrant or guarantee that your Shop will be successful at any site that we approve. Our approval only means that the site has met our requirements for a Shop.~~

~~We will provide you with our current written site selection guidelines and any other site selection counseling and assistance we think is advisable. Our guidelines for site selection may require that you conduct, at your expense, an evaluation of the demographics of the market area for the location (including the population and income level of residents in the market area), aerial photography, size and other physical attributes of the location, proximity to residential neighborhoods and proximity to schools, shopping centers, entertainment facilities and other businesses that attract consumers and generate traffic. We may use these and other factors, including general location and neighborhood, traffic patterns (including foot traffic), availability of parking, and ease of access to the location, in our review of your proposed site.~~

~~In the event that you and us cannot agree on a site we may terminate the Franchise Agreement and you will forfeit the initial franchise fee.~~

~~You are solely responsible for conforming the premise to local ordinances, building codes and obtaining any required permits, and/or constructing, remodeling, or decorating the premises. You must hire a local architect and contractor to develop construction plans that satisfy these requirements and all applicable laws.~~

~~We do not own any of the premises. You will be responsible for leasing the premises from third party landlord/lessors.~~

**Computer and Point of Sale Systems:** You must purchase or lease the following according to our standards and specifications in the Manuals (collectively, the “Computer System”): (a) back office ~~and point of sale systems~~, data, audio, video, and voice storage, retrieval, and transmission

systems; (b) ~~P~~point of ~~S~~sale ~~S~~systems; (c) physical, electronic, and other security systems; (d) printers and other peripheral devices; (e) archival back-up systems; (f) software and other hardware, and (g) internet access. Neither we and our affiliates nor any third-party contracted by us owes any obligations to provide ongoing, maintenance, repairs, or updates to the Computer Systems. We will have independent access to your Computer System and the data stored on it at all times. The Franchise Agreement does not limit our ability to require you to update and/or upgrade your Computer System.

We expect that the Computer System will cost between ~~\$1,200~~1,300 and ~~\$2,400~~3,000. You must also purchase the video surveillance system we require, which may be integrated with the Computer System. ~~The estimated cost for~~We recommend but do not require you to install a video surveillance system, and the cost of purchasing and installing the video surveillance system ~~is~~will be in the range of \$1,000 to ~~\$4,000~~5,000. We expect your annual cost of maintaining, updating, upgrading, or supporting the Computer System to be approximately \$1,200 per year. We may change the designated Computer System.

## ITEM 12 TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we or our affiliates own, or from other channels of distribution or competitive brands that we control.

You are not granted any minimum territory or protected territory under the Franchise Agreement. Your Franchise Agreement will specify the site that will be the Approved Location for your Shop. If you are unable to continue the operation of the Shop at the Approved Location, then you may request our approval to relocate the Shop to another location. We will not unreasonably withhold our approval of the proposed new location for the Shop; provided that the proposed new location meets our then-current requirements for establishment of new Pokemoto Shops. We typically do not grant options, right of first refusal or similar rights to our franchisees.

~~We may do the following without paying any compensation to you:~~

~~There are no restrictions on our or our affiliates' ability to offer and sell competing products and services. We and our affiliates may, without paying any compensation to you (i) solicit or accept orders from consumers that are located anywhere, and (ii) establish and allow others to establish businesses and alternative distribution channels (including via the Internet, catalogue sales, telemarketing, grocery or convenience stores, or other direct marketing) that offer and sell products and services that are sold at Pokemoto Shops and other products and services that use different trademarks, regardless of the proximity of such businesses to your Shop.~~

~~(1) produce, offer and sell and to grant others the right to produce, offer and sell the products offered at Pokemoto Shops and any other goods displaying the Marks or other trade and service marks through alternative distribution channels, as described below, regardless of the proximity of such business to your Shop. "Alternative distribution channels" include, but are not limited to, the grocery stores, Websites, social media accounts, club stores, institutions, banquet facilities, or other direct marketing sales;~~

~~(2) operate and to grant others the right to operate Shops anywhere, regardless of their proximity to your Shop, and on any terms and conditions we deem appropriate;~~

~~(3) operate and to grant others the right to operate Shops at non-traditional sites anywhere, regardless of their proximity to your Shop, and on any terms and conditions we deem appropriate; and~~

~~(4) acquire and operate a business operating one or more food service businesses located anywhere, regardless of their proximity to your Shop, and on any terms and conditions we deem appropriate.~~

~~We and our affiliates may solicit or accept orders from consumers that are located anywhere, without any paying any compensation to you.~~

There are no restrictions on you from soliciting or accepting orders from consumers from any location; however, you may not use any alternative channels of distribution such as marketing via [the internet or](#) any Website ~~or social media account~~ without our prior written approval.

Our affiliate, MMD, has franchised Muscle Maker Grill® branded restaurants that offer healthier alternatives to fast food using ingredients such as chicken, steak, turkey, seafood, etc. to offer menu items like pastas, burgers, wraps, entrée salads, flatbread pizza, smoothies, and yogurt (including frozen yogurt), in a variety of assorted flavors. ~~MMI has ownership interest in a restaurant brand called Healthy Joe's (hot topped salads, toasted bowls and oven toasted sandwiches), and some of our affiliates also operate Saladcraft® branded restaurants (salads). As of the issuance of date of this disclosure document, there are no franchised locations of Healthy Joe's or Saladcraft, though as described in Item 1, we may offer certain of our franchisees the right to fulfill orders for the Saladcraft® brand. If a conflict should arise between the franchisees or operators of the above brands and Pokemoto® franchisees, we will analyze it and take action (if any) that we deem appropriate on a case-by-case basis.~~ While we and MMD have the same principal business address and use the same office space for Pokemoto® and Muscle Maker Grill® corporate operations, we maintain separate training facilities for both these businesses.

[SGI has ownership interest in a restaurant brand called Healthy Joe's \(that sells hot topped salads, toasted bowls and oven toasted sandwiches\). As of the issuance of date of this disclosure document, there are no plans to sell franchises for Healthy Joe's.](#)

[If a conflict should arise between the franchisees or operators of the above brands and Pokemoto® franchisees, we will analyze it and take action \(if any\) that we deem appropriate on a case-by-case basis.](#)

## **ITEM 13** **TRADEMARKS**

The Franchise Agreement grants you the non-exclusive right to use certain trademarks, trade names, service marks, symbols, emblems, logos and indicia of origin designated by us, including the Marks. These Marks may be used only in the manner we authorize and only for the operation of your Shop.

You may not use the Marks as a part of your corporate or other legal name, and you must comply with our instructions in filing and maintaining trade name or fictitious name registrations. You

must sign any documents we require to protect the Marks or to maintain their continued validity and enforceability. In addition, you may not directly or indirectly contest the validity of our or our affiliate’s rights in and to the Marks.

The following Mark is registered on the Principal Register with the U.S. Patent and Trademark Office (“USPTO”).

Mark	Registration Date	Registration Number
Pokemoto	October 30, 2018	5595624

Pokemoto LLC owns the Mark. Pokemoto LLC will file all affidavits and other required documents to maintain its rights and interests in and to the Mark as they become due.

Pursuant to that certain Intellectual Property License Agreement, dated March 30, 2023, Pokemoto LLC has granted us a license to use and sublicense the use of the Marks. This Intellectual Property License Agreement has a term of 99 years. This Intellectual Property License Agreement can be terminated if we materially breach our obligations and fail to cure the breach on 30-days’ notice, or cease to be an affiliate of Pokemoto LLC, resulting in the loss of our right to use and to sublicense the use of the Mark. Your rights to use the Marks under the Franchise Agreement will not be affected by the termination of our license. Except as described above, there are no other agreements which significantly limit our right to use or to license others to use the Marks.

~~There We have obtained certain rights to the SaladCraft® name and brand under an Intellectual Property License Agreement dated May 14, 2021, including the right to grant Pokemoto® franchisees the right to fulfill orders for the SaladCraft® brand as described in the SaladCraft Addendum. This Intellectual Property License Agreement has a term of 1 year, with automatic consecutive renewal terms of 1 year each, unless either party provides at least 90 days’ notice of non-renewal. This Intellectual Property License Agreement can be terminated by either party if the other party materially breaches its obligations and fails to cure the breach on 30-days’ notice. If we lose our rights to the SaladCraft® brand for any reason, including termination or expiration of this Intellectual Property License Agreement, we will have the right to immediately terminate your SaladCraft Addendum and you would be required to discontinue use of the SaladCraft® brand and offering the related products and services.~~

~~Except as described above, there~~ are no other agreements which significantly limit our right to use or to license others to use the Marks.

As of the issuance date of this disclosure document, (i) there are no effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, (ii) no pending infringement, opposition or cancellation proceedings and no pending litigation involving any of the Marks that may significantly affect the ownership or use of any Mark listed above, and (iii) we do not know of any infringing uses of or superior rights in our copyrighted materials.

You must immediately notify us of any apparent infringement of the Marks or challenge to your use of any of the Marks or claim by any person of any rights in any of the Marks. You and your

~~Controlling~~ Principals are not permitted to communicate with any person other than us, or any designated affiliate, our counsel and your and their counsel involving any infringement, challenge or claim. We may take any action we deem appropriate in connection with any proceeding relating to the Marks. We will exclusively control any settlement, litigation, or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Mark. You must sign all documents, and do what may, in our counsel's opinion, be necessary or advisable to protect our interests in any litigation or USPTO or other administrative or agency proceeding or to otherwise protect and maintain our interests and the interests of any other person or entity (including any affiliate) having an interest in the Marks.

We will indemnify you against and reimburse you for all damages for which you are held liable for your use of any of the Marks, provided that you and your ~~Controlling~~ Principals are in full compliance with your and their obligations under the Franchise Agreement.

Except as provided above, we are not obligated by the Franchise Agreement to protect any rights granted to you to use the Marks or to protect you against claims of infringement or unfair competition with respect to them.

We may require you, at your expense, to discontinue or modify your use of any of the Marks or to use one or more additional or substitute trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin if we determine that an addition or substitution will benefit the System.

## **ITEM 14** **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

**Patents and Copyrights:** We do not have an ownership interest in any patents or registered copyrights that are material to the franchise. We claim copyright protection in the written information that we provide to you from time to time including the Manual. There are no determinations of the U.S. Copyright Office (Library of Congress) or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the copyrighted materials which are relevant to their use by our franchisees. No agreements limit our right to use or license the use of our copyrighted materials. We are not obligated under any agreement to protect or defend our copyrights, although we intend to do so. We do not know of any infringing uses of or superior rights in our copyrighted materials.

**Confidential Operations Manual:** You must operate the Shop in accordance with the standards and procedures specified in the Manual. One copy of the Manual will be loaned to you by us for the term of the Franchise Agreement. We may provide the Manual electronically.

You must treat the Manual and any other manuals we create or approve for use in your operation of the Shop, and the information contained in them, as confidential. You must also use all reasonable efforts to maintain this information as secret and confidential and you must not duplicate, copy, record or otherwise reproduce these materials, in whole or in part, or make them

available to any unauthorized person. The Manual remains our sole property and must be kept in a secure place on the Shop premises.

We may revise the contents of the Manual and you must comply with each new or changed standard. You must also make sure that the Manual is kept current at all times. If there is a dispute regarding the contents of the Manual, the terms of the master copy maintained by us at our home office will be controlling.

**Confidential Information:** In connection with your franchise, you and your Principals and other personnel may be provided and/or have access to non-public information about the System and the operation of Pokemoto Shops, ~~and if you have signed a SaladCraft Addendum, information about the SaladCraft system and standards~~ (the “Confidential Information”), including: (1) training programs and Manuals; (2) market research and marketing strategies (including expansion strategies and targeted demographics); (4) specifications and suppliers of equipment, inventory, supplies and other products and services, and including pricing, supply chain management methods, and terms of service; (5) any software or technology which is proprietary to us or the System, including digital passwords and identifications and any source code of, and data and reports generated by the software or similar technology; (6) the operating results and financial performance of Pokemoto Shops, including your Shop; (7) customer information, such as customer names, addresses, telephone numbers, e-mail addresses, buying habits, preferences, demographic information and related information, and any other information contained from time to time in the Computer System; and (8) any other information designated as confidential or proprietary by us. Our Confidential Information does not include (1) information, knowledge or know-how which is lawfully known to the public without violation of applicable law or an obligation to us or our affiliates, and (2) information related to your employees and other personnel.

Neither you nor ~~any Controlling Principal may communicate anyone on your behalf, will~~ divulge or use for the benefit of any other person, persons, partnership, association or corporation any Confidential Information. You ~~and the Controlling Principals may shall~~ divulge such Confidential Information only to such personnel of your employees that Shop who must have access to it in order to operate the your Shop. Neither you nor ~~the Controlling Principals may anyone on your behalf shall at any time, without our prior written consent,~~ copy, duplicate, record or otherwise reproduce any Confidential Information, in whole or in part, nor otherwise make any Confidential Information available to any unauthorized person. You must adopt and, implement reasonable procedures, and maintain administrative, physical and technical safeguards to prevent unauthorized use or disclosure of our Confidential Information, including by establishing reasonable security and access measures and restricting its disclosure to key personnel- and/or by requiring persons who have access to such Confidential Information to be bound by contractual obligations to protect such Confidential Information and preserve our rights and controls in such Confidential Information, in each case that are no less protective or beneficial to us than the terms of this Agreement.

You will cause each of your respective current and former officers, directors, employees, representatives, affiliates, Principals (and their respective immediate family members), successors, and assigns to (i) process, retain, use, collect, and disclose our Confidential Information strictly to the limited extent, and in such a manner, as necessary for the development and operation of your

Shop in accordance with this Agreement, and not for any other purpose of any kind; (ii) process, retain, use, collect, and disclose our Confidential Information strictly in accordance with the privacy policies and standards and specifications we establish from time to time, and our and our representative's instructions.

All Confidential Information will be owned by us (or our affiliates or licensors, as applicable). You will not acquire any interest in Confidential Information, other than the right to use it as we specify in operating your Shop under your Franchise Agreement. Confidential Information is proprietary, includes our trade secrets, and is disclosed to you only on the condition that you will protect it.

~~If we ask, you must have your General Manager and any of your personnel who have received or will have access to confidential information sign confidentiality covenants similar to the ones described above. Your Principals also must sign these covenants.~~

If you, your ~~Controlling~~ Principals, the General Manager or any of your employees develop any new concept, process, product, recipe, or improvement in the operation or promotion of ~~the~~your Shop, you must promptly notify us and ~~give~~provide us with all necessary related information, ~~free of charge. You, your Controlling Principals, General Manager and employees must acknowledge that any of these~~without compensation. Any such concepts, ~~processes~~ product, recipe, or improvements will become our ~~property and we may give the information to other franchisees.~~sole and exclusive property, part of the System, and works made-for-hire for us. To the extent that any item does not qualify as a "work made-for-hire" for us, you will assign ownership of that item, and all related rights to that item, to us and agree to take whatever action (including signing assignment or other documents) we request to evidence our ownership or to help us obtain intellectual property rights in the item.

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

When you sign your Franchise Agreement, you must designate and retain at all times an individual acceptable to us to serve as the "General Manager". The General Manager must devote his/her full time and best efforts to supervise and manager the Shop. If you are an individual, we recommend that you be the General Manager. Although we do not require you to be involved in the daily operation of your Shop, we recommend that you do so and you still must make sure that your Shop is operated according to the terms of the Franchise Agreement, the Manual and our requirements and specifications. If you are an entity, we do not require the General Manager to maintain any ownership interest in you. You must also retain other personnel as are needed to operate and manage the Shop. Your initial General Manager must successfully complete our training at least 30 days before the opening date of your Shop. If the General Manager cannot serve in the position or does not meet the requirements, he or she must be replaced within 60 days after the General Manager stops serving or no longer meets the requirements. Your General Manager may have an ownership interest in you.

You must also obtain covenants not to compete, including covenants applicable on the termination of the person's relationship with you, from your General Manager and any of your other personnel

who have received or will have access to our training before employment, and any holder of a beneficial interest in you (except for any limited partners). You must have all of your management personnel sign covenants that they will maintain the confidentiality of information they receive, or have access to, based on their relationship with you.

~~If we designate certain of your Principals as Controlling Principals, they must sign the Franchise Agreement and agree to be individually bound by certain obligations under the Franchise Agreement, including confidentiality and non-competition covenants and they must personally guarantee your performance under the Agreements. We typically designate your principal equity owners and executive officers, as well as any other affiliated entities that operate Shop, as Controlling Principals.~~

#### **ITEM 16** **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must sell or offer for sale 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 must not deviate from our System Standards without our prior 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 change the types of menu items, products and services offered by you at the Shop at any time, and there are no limits on our right to make those 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 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.

Unless prohibited by applicable law, we may periodically set a maximum or minimum price that you may charge for products and services offered at your Shop. If we impose such a maximum or minimum price for any product or service, you may charge any price for the product or service up to and including our designated maximum price or down to and including our designated minimum price. The designated maximum and minimum prices for the same product or service may, at our option, be the same or may differ across all Shops. For any product or service for which we do not impose a maximum or minimum price, we may require you to comply with an advertising policy adopted by us which will prohibit you from advertising any price for a product or service that is different than our suggested retail price. Although you must comply with any advertising policy we adopt, you will not be prohibited from selling any product or service at a price above or below the suggested retail price unless we impose a maximum price or minimum price for such product or service.

~~As described in Item 1, we may offer you the ability fulfill SaladCraft® orders from your Pokemoto Shop. If we do so, your terms will be governed by your SaladCraft Addendum. The SaladCraft Addendum can be terminated by you or us with 90 days' notice to the other party, or~~

~~immediately by us if you fail to comply with any of your obligations under your Franchise Agreement, your SaladCraft Addendum, or we lose our right to offer the SaladCraft® program.~~

**ITEM 17**

**RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

**THE FRANCHISE RELATIONSHIP**

These tables list certain important provisions of the Franchise Agreement and the related agreements. You should read these provisions in the agreements attached to this disclosure document.

<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
a. Length of the franchise term	Franchise Agreement Section 3.1	Term continues for 10 years from the date of the Franchise Agreement unless terminated earlier.
b. Renewal or extension of the term	Franchise Agreement Section 3.2	Agreement may be renewed at your option for one additional term of five years.
c. Requirements for franchisee to renew or extend	Franchise Agreement Section 3.2	You must provide notice that you wish to renew your <a href="#">Franchise Agreement between six (6) and nine (9) months prior to the expiration of the then-current term of the Franchise Agreement</a> ; you must be current in all payments and not in default of your Franchise Agreement; if we require, you must renovate and/or upgrade your Shop (including equipment); you are able to maintain the possession of the premises of your Shop; you must sign release, sign renewal Franchise Agreement and pay renewal fee; pay us renewal fee.  You may be asked to sign a contract with materially different terms and conditions than your original contract.
d. Termination by franchisee	N/A <del>under Franchise Agreement; Salad-Craft Addendum Section 14</del>	You may terminate the Franchise Agreement on any grounds available under the applicable law. <del>You may terminate the SaladCraft Addendum for any reason with 90 days' notice to us.</del>
e. Termination by franchisor without cause	<del>Franchise Agreement Section 17.3; Salad Craft Addendum Section 14</del> <a href="#">N/A</a>	We may not terminate the Franchise Agreement without cause, <del>except that we may terminate the SaladCraft Addendum for any reason, including without cause, with 90 days' notice to you.</del>

Provision	Section in Franchise Agreement	Summary
f. Termination by franchisor with “cause”	Franchise Agreement Section 17.1.1; <del>Salad Craft Addendum Section 14</del>	<del>Each of your obligations under</del> <u>We may terminate the Franchise Agreement is a material and essential obligation, the breach of which may result in termination upon delivery of notice to you if you are in default under the terms of the Franchise Agreement, as further outlined below.</u>
g. “Cause” defined – curable defaults	Franchise Agreement Sections 17.1.3 and 17.2; <del>Salad Craft Addendum Section 14</del>	You will have the opportunity to cure your defaults under the Franchise Agreement, if: you or any of your affiliates to pay any monies owed to us, or our affiliates or vendors within five days after notice (or longer period required); you obtain signed copies of the confidentiality and non-competition covenants contained in the Franchise Agreement within five days after a request; <del>you procure and maintain required insurance within seven days after notice</del> <u>propose a qualified replacement or successor General Manager in a timely manner</u> ; you rectify your unauthorized use the Marks within 24 hours after notice; and cure any other default that is susceptible of cure within 30 days after notice. <u>A default under other franchise agreements or any other agreements in effect between us (or any of our affiliates) and you (or any of your affiliates), will constitute a default under the Franchise Agreement, which may be cured within the statutory or contractual cure period, if any.</u>

Provision	Section in Franchise Agreement	Summary
h. “Cause” defined – non-curable defaults	Sections 17.1.2 and 17.1.3; <del>Salad Craft Addendum Section 14</del>	You will not have the opportunity to cure your defaults under the Franchise Agreement, if: you become insolvent, make a general assignment for benefit of creditors; file a petition or have a petition initiated against you under federal bankruptcy laws, have outstanding judgments against you for over 30 days; sell unauthorized products or services; fail to acquire an accepted location within time required, fail to remodel when required; fail to open your Shop when required; fail to comply with any term and condition of any sublease or related agreement and have not cured the default within the given cure period; abandon or lose possession of your Shop’s premises; you are convicted of a felony or other crime that may have an adverse effect on the System or Marks; you transfer any interest without our consent; you maintain false books or records; repeated defaults (whether or not cured). <del>In addition, a default under one agreement with us may result in a termination of all of your other agreements with us. If we lose the right to offer the SaladCraft program, we may also terminate your SaladCraft Addendum immediately without the right to</del> <u>A default under other franchise agreements or any other agreements in effect between us (or any of our affiliates) and you (or any of your affiliates), will constitute a default under the Franchise Agreement, and we may terminate the Franchise Agreement if such default is not cured within the statutory or contractual cure period, if any.</u>
i. Franchisee’s obligations on termination/non-renewal	Franchise Agreement Section 18; <del>Salad Craft Addendum Section 14</del>	You must: stop operating the Shop and using the Marks and System and completely de-identify the business; pay all amounts due to us or our affiliates; return the Manual and all other proprietary materials, comply with confidentiality requirements; pay liquidated damages (if applicable); and at our option, sell or assign to us your rights in all or a portion of the Shop premises and the equipment and fixtures used in the business. <del>If your SaladCraft Addendum is terminated, you must cease offering such products and services, remove online listings, deactivate ordering software and return ordering equipment, and otherwise de-brand.</del>
j. Assignment of contract by franchisor	Franchise Agreement Section 14.1	We may transfer or assign the Franchise Agreement to any person or entity without restriction. However, no assignment will be granted except to an assignee who, in our good faith judgment, is willing and able to assume our obligations.

Provision	Section in Franchise Agreement	Summary
k. “Transfer” by franchisee – defined	Franchise Agreement Section 14.2.1	Includes sale, assignment (including but not limited to by operation of law, such as an assignment under bankruptcy or insolvency laws, in connection with a merger, divorce or otherwise), gift, conveyance, pledge, mortgage or other encumbrance of any interest in the Franchise Agreement, the Shop or you (if you are not a natural person).
l. Franchisor approval of transfer by franchisee	Franchise Agreement Section 14.2.2	You must obtain our consent before transferring any interest. We will not unreasonably withhold our consent.
m. Conditions for franchisor approval of transfer	Franchise Agreement Section 14.2.2	You must pay all amounts due us or our affiliates, not otherwise be in default, sign a general release, and pay a transfer fee. Transferee must meet our criteria, complete training program, sign current Franchise Agreement and related agreements, take over the lease for the Shop, and we may require the transferee to remodel the Shop.
n. Franchisor’s right of first refusal to acquire franchisee’s business	Franchise Agreement Section 14.4	Within 30 days after notice, we have the option to purchase the transferred interest on the same terms and conditions offered to you.
o. Franchisor’s option to purchase franchisee’s business	Franchise Agreement Sections 14.4 and 18.12	We also may repurchase all or a portion of the assets of your Shop on termination or non-renewal of your Franchise Agreement.
p. Death or disability of franchisee	Franchise Agreement Section 14.5	Upon your and/or your <del>Controlling</del> Principal’s death or permanent disability (as applicable), the distribute of your or such <del>Controlling</del> Principal’s interest must be approved by us, or franchise must be transfer to someone approved by us within 12 months after death or notice of permanent disability.

Provision	Section in Franchise Agreement	Summary
q. Non-competition covenants during the term of the franchise	Franchise Agreement Section 10.3.1	<p>You are prohibited from operating or having an interest in a <del>similar</del> <u>Competitive Business</u> <del>or</del> diverting business from <del>the Shops</del> <u>Pokemoto Shops</u>, or interfering with our or our affiliates' relationships with any customers, franchisees, lenders, suppliers, or consultants.</p> <p><u>A "Competitive Business" means any business (excluding any Pokemoto Shops operated under a franchise agreement with us or our affiliate) operating or granting franchises or licenses to others to operate any restaurant or food service business that (i) offers products or services substantially similar to those offered by Pokemoto Shops; or (ii) derives at least 20% of its revenue from sale of poke dishes and boba tea.</u></p>
r. Non-competition covenants after the franchise is terminated or expires	Franchise Agreement Section 10.3.2	Subject to applicable state law, you and your <b>Controlling Principals</b> <u>and your and their immediate family members</u> are prohibited for two years from expiration or termination of the franchise from operating or having an interest in a similar business within 20 miles of any <u>Pokemoto Shop</u> in the System.
s. Modification of the agreement	Franchise Agreement Section 19.2	Franchise Agreement may not be modified unless mutually agreed to in writing. You must comply with our Manual, which we may amend periodically upon written notice to you (subject to applicable state law).
t. Integration/merger clause	Franchise Agreement Section 19.2	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Franchise Agreement Sections 19.7, 19.8, 19.9, and 19.10	Except for actions brought by us for monies owed, injunctive or extraordinary relief, or actions involving real estate, all disputes must be arbitrated in accordance with the commercial arbitration rules of the American Arbitration Association (subject to applicable state law).
v. Choice of forum	Franchise Agreement Sections 19.7 and 19.8	Subject to applicable state law, the venue of arbitration will be any suitable location chosen by the arbitrator that is within 50 miles of our or, as applicable, our successor's or assign's then current principal place of business (currently, Burleson, Texas). Subject to applicable state law, the state or federal district courts located in the state, county, or judicial district where our or our successor's or assign's principal office (currently, Burleson, Texas) will also have the jurisdiction over disputes related to the Franchise Agreement.

Provision	Section in Franchise Agreement	Summary
w. Choice of Law	Franchise Agreement Section 19.8	The Franchise Agreement is to be interpreted, governed and construed under the laws of the State of Texas (subject to applicable 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 franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Michael J. Roper, 1169 N. Burleson Boulevard, Suite 107-226, Burleson, TX 76026, 832-604-9568, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1**  
**Systemwide Outlet Summary**  
**For years ~~2020~~, 2021, 2022, 2023**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
<del>Company-Owned (Note 1)</del>	<del>2020</del>	<del>5</del>	<del>7</del>	<del>+2</del>
	2021	7	8	+1

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
<u>Company-Owned (Note 1)</u>	2022	8	13	+5
<del>Franchisee-Owned</del>	<del>2020</del> <u>2023</u>	<del>3</del> <u>13</u>	<del>5</del> <u>8</u>	<del>+2</del> <u>-5</u>
<u>Franchisee-Owned</u>	2021	5	6	+1
	2022	6	13	+7
<b>Total Outlets</b>	<del>2020</del> <u>2023</u>	<del>8</del> <u>13</u>	<del>12</del> <u>25</u>	<del>+4</del> <u>12</u>
<u>Total Outlets</u>	<b>2021</b>	<b>12</b>	<b>14</b>	<b>+2</b>
	<b>2022</b>	<b>14</b>	<b>26</b>	<b>+12</b>
	<u><b>2023</b></u>	<u><b>26</b></u>	<u><b>33</b></u>	<u><b>+7</b></u>

Notes to Table 1:

1. The Company-Owned Outlets in tables 1, 4, and 5 of Item 20 include Pokemoto Shops that are owned and operated by our affiliates.

**Table No. 2**  
**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**  
For years ~~2020~~, 2021, 2022, 2023

State	Year	Number of Transfers
Connecticut	<del>2020</del> <u>2021</u>	0
	<u>2022</u>	<u>1</u>
	<u>2023</u>	<u>0</u>
<u>Total</u>	<b>2021</b>	<b>0</b>
	<b>2022</b>	<b>1</b>
<del>Total</del>	<del>2020</del> <u>2023</u>	<b>0</b>
	<del>2021</del>	<del>0</del>
	<del>2022</del>	<del>1</del>

**Table No. 3**  
**Status of Franchised Outlets**  
For years ~~2020~~, 2021, 2022, 2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
<del>CT</del>	<del>2020</del>	<del>1</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>2</del>
CT	2021	2	1	0	0	0	0	3
	2022	3	4	0	0	0	0	7
	<u>2023</u>	<u>7</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>10</u>
GAFL	<del>2020</del> <u>2021</u>	<del>1</del> <u>0</u>	0	0	0	0	0	<del>1</del> <u>0</u>
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
GA	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	1	0
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
KS	<u>2021</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<del>MA</del>	<del>2020</del> <u>2023</u>	<del>1</del> <u>0</u>	1	0	0	0	0	<del>2</del> <u>1</u>
MA	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	<u>2023</u>	<u>3</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>3</u>
MS	<del>2020</del> <u>2021</u>	0	0	0	0	0	0	0
	<u>2022</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
NJ	2021	0	0	0	0	0	0	0
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<del>2022</del> <u>2023</u>	0	1	0	0	0	0	1
NY	<del>2020</del> <u>2021</u>	0	0	0	0	0	0	0
	<u>2022</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
RI	2021	0	0	0	0	0	0	0
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<del>2022</del> <u>2023</u>	0	1	0	0	0	0	1
TN <del>SC</del>	<del>2020</del> <u>2021</u>	0	0	0	0	0	0	0
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
	<u>2023</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>TN</u>	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>TX</u>	<u>2021</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Total</b>	<del>2020</del> <u>2023</u>	<del>3</del> <u>0</u>	2	0	0	0	0	<del>5</del> <u>2</u>
<u>VA</u>	<u>2021</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<b>Total</b>	<b>2021</b>	<b>5</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>
	<b>2022</b>	<b>6</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>13</b>
	<u>2023</u>	<u>13</u>	<u>14</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>25</u>

**Table No. 4**  
**Status of Company-Owned Outlets**  
For years ~~2020~~, 2021, 2022, 2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
CT	<del>2020</del> <u>2021</u>	<del>5</del> <u>6</u>	<del>1</del> <u>0</u>	0	0	0	6
	<del>2021</del> <u>2022</u>	6	0	0	0	0	6
	<del>2022</del> <u>2023</u>	6	0	0	0	<del>0</del> <u>4</u>	<del>6</del> <u>2</u>
FL	<del>2020</del> <u>2021</u>	0	0	0	0	0	0
	<u>2022</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>KS</u>	2021	0	0	0	0	0	0
	2022	0	<del>2</del> <u>1</u>	0	<del>1</del> <u>0</u>	0	1
<b>KS</b>	<del>2020</del> <u>2023</u>	<del>0</del> <u>1</u>	0	0	0	0	<del>0</del> <u>1</u>

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
<u>MD</u>	<u>2021</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<del>2021</del> <u>2022</u>	<del>0</del> <u>1</u>	0	0	0	0	<del>1</del> <u>1</u>
	<del>2022</del> <u>2023</u>	<del>0</del> <u>1</u>	<del>1</del> <u>0</u>	0	0	0	1
<del>MD</del> <u>NY</u>	<del>2020</del> <u>2021</u>	0	0	0	0	0	0
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<del>2021</del> <u>2023</u>	0	1	0	0	0	1
<u>OK</u>	<del>2022</del> <u>2021</u>	<del>1</del> <u>0</u>	0	0	0	0	<del>1</del> <u>0</u>
<del>PA</del>	<del>2020</del> <u>2022</u>	0	0	0	0	0	0
	<u>2023</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>PA</u>	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1
<del>RI</del>	<del>2020</del> <u>2023</u>	<del>0</del> <u>1</u>	<del>1</del> <u>0</u>	0	<del>0</del> <u>1</u>	0	<del>1</del> <u>0</u>
<u>RI</u>	2021	1	0	0	0	0	1
	2022	1	0	0	1	0	0
<del>VA</del>	<del>2020</del> <u>2023</u>	0	0	0	0	0	0
<u>VA</u>	2021	0	0	0	0	0	0
	2022	0	4	0	1	0	3
<b>Total</b>	<del>2020</del> <u>2023</u>	<del>5</del> <u>3</u>	<del>2</del> <u>0</u>	0	<del>0</del> <u>3</u>	0	<del>7</del> <u>0</u>
<b>Total</b>	<b>2021</b>	<b>7</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>
	<b>2022</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>13</b>
	<u><b>2023</b></u>	<u><b>13</b></u>	<u><b>3</b></u>	<u><b>0</b></u>	<u><b>4</b></u>	<u><b>4</b></u>	<u><b>8</b></u>

**Table No. 5**  
**Projected Openings as of December 31, ~~2022~~2023**

States	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned* Outlets in the Next Fiscal Year
<del>California</del> <u>AL</u>	1	1	0
<del>Connecticut</del>	<del>7</del>	<del>2</del>	<del>0</del>
<del>Florida</del>	<del>4</del>	<del>3</del>	<del>1</del>

States	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned* Outlets in the Next Fiscal Year
<del>Georgia</del> <a href="#">CA</a>	1	1	0
<del>Kansas</del> <a href="#">CT</a>	<del>1</del> <u>4</u>	<del>1</del> <u>2</u>	0
<del>Massachusetts</del> <sup>†</sup> <a href="#">FL</a>	<del>4</del> <u>2</u>	<del>0</del> <u>2</u>	0
<del>Mississippi</del> <a href="#">MS</a>	2	<del>1</del> <u>2</u>	0
<del>New Jersey</del> <a href="#">NJ</a>	<del>2</del> <u>1</u>	<del>2</del> <u>1</u>	0
<del>New York</del> <a href="#">NY</a>	1	1	<del>1</del> <u>0</u>
<del>Oklahoma</del> <a href="#">PA</a>	<del>0</del> <u>2</u>	<del>0</del> <u>1</u>	<del>1</del> <u>0</u>
<del>Pennsylvania</del> <a href="#">PR</a>	<del>2</del> <u>1</u>	<del>2</del> <u>1</u>	0
<del>Rhode Island</del> <a href="#">RI</a>	<del>5</del> <u>4</u>	<del>3</del> <u>1</u>	0
<del>South Carolina</del> <a href="#">SC</a>	2	<del>1</del> <u>2</u>	0
<del>Texas</del> <a href="#">TX</a>	<del>1</del> <u>3</u>	<del>1</del> <u>2</u>	0
<del>Virginia</del> <a href="#">VA</a>	1	1	0
<b>TOTAL</b>	<b><del>3</del><u>425</u></b>	<b><del>20</del><u>18</u></b>	<b><del>3</del><u>0</u></b>

A list of the names of all franchisees and the addresses and telephones numbers of their franchises is provided in Exhibit D to this disclosure document.

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had a franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document is listed on Exhibit E to this disclosure document when applicable. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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

There are no trademark-specific franchisee organizations that are required to be disclosed in this disclosure document.

<sup>†</sup> ~~This includes 2 development agreements.~~

**ITEM 21**  
**FINANCIAL STATEMENTS**

The following are attached as Exhibit A to this disclosure document: (i) our audited balance sheet as of December 31, ~~2021~~2022 and December 31, ~~2022~~2023; and (ii) our related statements of operations, changes in ~~stockholders~~members' equity, and cash flows for the years then ended December 31, 2023, 2022, and 2021, ~~and 2020~~.

**ITEM 22**  
**CONTRACTS**

Attached as Exhibits to this disclosure document are the following contracts and their attachments:

- |               |                                      |                         |
|---------------|--------------------------------------|-------------------------|
| 1.            | Franchise Agreement                  | Exhibit B- <del>1</del> |
| <del>2.</del> | <del>SaladCraft Addendum</del>       | <del>Exhibit B-2</del>  |
| <u>3</u> .    | Veteran's Incentive Program Addendum | Exhibit C               |
| <u>4</u> .    | Form of General Release              | Exhibit H               |
| <u>5</u> .    | State Rider and Addenda              | Exhibit I               |

**ITEM 23**  
**RECEIPTS**

Attached as Exhibit J to this disclosure document are 2 Receipts. When you receive this disclosure document, you must sign both Receipts and return 1 to us, retaining the other for your record.

**EXHIBIT A**  
**FINANCIAL STATEMENTS**

# **POKE CO HOLDINGS LLC**

## **Financial Statements**

**As of December 31, 2023 and 2022 and for the years ended  
December 31, 2023, 2022 and 2021**

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*Independent Auditor's report*

Board of Directors and Members  
Poke Co Holdings LLC

***Opinion***

We have audited the financial statements of Poke Co Holdings LLC, which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of operations, members' (deficit)/equity, and cash flows for the years ended December 31, 2023, 2022, and 2021, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Poke Co Holdings LLC as of December 31, 2023, and 2022 and the results of its operations and its cash flows for the years ended December 31, 2023, 2022, and 2021 in conformity with accounting principles generally accepted in the United States of America.

***Basis for Opinion***

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Poke Co Holdings LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Poke Co Holdings LLC's ability to continue as a going concern for one year after the date that the financial statements are issued.

***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

## Independent Auditor's Report

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- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Poke Co Holdings LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Poke Co Holdings LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

*Kreit & Chin CPA LLP*

New York, NY

March 26, 2024

**Poke Co Holdings LLC**  
**Balance Sheet**

	<b>December 31, 2023</b>	<b>December 31, 2022</b>
	<b>\$'000</b>	<b>\$'000</b>
<b>Assets</b>		
Current assets:		
Cash	167	2,934
Accounts receivable	55	26
Notes Receivable, current	146	-
Total current assets	368	2,960
Due from affiliates	1,112	-
Notes Receivable, non-current	26	-
Total assets	1,506	2,960
<b>Liabilities and Members' Equity</b>		
Current liabilities:		
Accounts payable and accrued expenses	36	23
Deferred revenue, current	72	68
Other current liabilities	68	35
Total current liabilities	176	126
Due to affiliates	-	2,024
Deferred revenue, non-current	730	641
Total liabilities	906	2,791
Commitments and contingencies		
Members' equity:		
Members' equity	600	169
Total liabilities and members' equity	1,506	2,960

*See Accompanying Notes to the Financial Statements*

**Poke Co Holdings LLC**  
**Statement of Members' (Deficit) / Equity**

	<b>For the Years Ended December 31,</b>		
	<b>2023</b>	<b>2022</b>	<b>2021</b>
	<b>\$'000</b>	<b>\$'000</b>	<b>\$'000</b>
<b>Revenues:</b>			
Royalties	368	175	172
Franchise fee	105	52	14
Rebates	107	76	60
<b>Total revenues</b>	580	303	246
<b>Operating Costs and Expenses:</b>			
Franchisee development marketing	78	188	12
Professional fees	66	23	1
Other selling, general and administrative expenses	13	1	7
<b>Income from operations</b>	423	91	226
<b>Other (Expense) / Income:</b>			
Interest income / (expense), net	7	17	(4)
Other income (expense)	1		
Gain on debt extinguishment	-	-	53
<b>Total other income, net</b>	8	17	49
<b>Income Before Income Tax</b>	431	108	275
Income tax provision	-	-	(10)
<b>Net income</b>	431	108	265

*See Accompanying Notes to the Financial Statements*

**Poke Co Holdings LLC**  
**Statement of Members' (Deficit) / Equity**

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	<b>Members' (Deficit) / Equity</b>
	<b>\$'000</b>
<b>Balance at December 31, 2020</b>	<b>(70)</b>
Distribution	(133)
Net income	265
<b>Balance at December 31, 2021</b>	<b>61</b>
Net income	108
<b>Balance at December 31, 2022</b>	<b>169</b>
Net income	431
<b>Balance at December 31, 2023</b>	<b>600</b>

*See Accompanying Notes to the Financial Statements*

**Poke Co Holdings LLC**  
**Statement of Cash Flows**

	For the Years Ended December 31,		
	2023	2022	2021
	\$'000	\$'000	\$'000
<b>Cash Flows from Operating Activities</b>			
Net income	431	108	265
Adjustments to reconcile net loss to net cash used in operating activities:			
Gain on extinguishment of debt	-	-	53
Changes in operating assets and liabilities:			
Accounts receivable	(29)	(8)	(5)
Due from affiliates	(1,112)	26	(26)
Accounts payable and accrued expenses	13	23	(11)
Due to affiliates	(2,024)	2,024	-
Notes Receivable	(172)	-	-
Deferred revenue	93	373	284
Other current liabilities	33	21	14
Total adjustments	<u>(3,198)</u>	<u>2,459</u>	<u>309</u>
Net cash provided by operating activities	<u>(2,767)</u>	<u>2,567</u>	<u>574</u>
<b>Cash Flows from Financing Activities</b>			
Proceeds from notes payable	-	-	(53)
Repayments of other notes payables	-	-	(85)
Members distributions	-	-	(133)
Net cash used in financing activities	<u>-</u>	<u>-</u>	<u>(271)</u>
<b>Net Increase in Cash</b>	(2,767)	2,567	303
Cash - beginning of period	2,934	367	64
Cash - end of period	<u>167</u>	<u>2,934</u>	<u>367</u>

	For the Years Ended December 31,		
	2023	2022	2021
	\$'000	\$'000	\$'000
<b>Supplemental Disclosures of Cash Flow Information:</b>			
Cash paid for interest	-	-	4

*See Accompanying Notes to the Financial Statements*

**1. Nature of Operations**

Poke Co Holdings LLC (the “Company”), was incorporated in Connecticut in April 2018. The Company is a franchisor that sells franchises to franchisees. The franchises sold by the Company are for the Pokemoto® branded restaurants which are fast-casual style restaurants that specialize in Hawaiian inspired poke bowls, wraps and salads.

Poke Co Holdings LLC is a wholly owned subsidiary of Pokemoto LLC, which is in turn wholly owned by Sadot Group Inc (“Holding Company”). Sadot Group Inc. is a global organization focused on the Agri-food commodity supply-chain. Sadot Group Inc. owns and operates multiple subsidiaries.

The Company had 25 and 13 franchise restaurants as of December 31, 2023 and 2022, respectively.

**2. Summary of Significant Accounting Policies**

Basis of Presentation and Financial Statements

The accompanying Financial Statements have been prepared using the accrual basis of accounting in accordance with generally accepted accounting principles (“GAAP”) promulgated in the United States of America as of December 31, 2023 and 2022, and for the years ended December 31, 2023, 2022 and 2021.

Use of Estimates and Assumptions

The preparation of Financial Statements in conformity with the GAAP requires management to make estimates and assumptions based on available information. These estimates and assumptions affect the amounts reported in the Financial Statements and the disclosures provided, and actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly-liquid instruments with an original maturity of three months or less when purchased to be cash equivalents. There were no cash equivalents as of December 31, 2023 or 2022.

Accounts Receivable

Accounts Receivable consists of receivables due from our franchisees of \$55,000 and \$26,000 net of doubtful accounts of \$2,000 and nil as of December 31, 2023, and 2022, respectively.

Accounts receivable is stated at historical carrying amounts net of write-offs and allowances for uncollectible accounts. The Company establishes allowances for uncollectible trade accounts receivable based on lifetime expected credit losses using an aging schedule for each pool of accounts receivable. Pools are determined based on risk characteristics such as the type of receivable and geography. A default rate is derived using a provision matrix which is evaluated on a regular basis by management and based on past experience and other factors. The default rate is then applied to the pool to determine the allowance for expected credit losses. Given the short-term nature of the Company's trade accounts receivable, the default rate is only adjusted if significant changes in the credit profile of the portfolio are identified (e.g., poor sales, credit issues, systematic risk), resulting in historic loss rates that are not representative of forecasted losses. Uncollectible accounts are written off when a settlement is reached for an amount that is less than the outstanding historical balance or when the Company has determined that collection of the balance is unlikely.

## Poke Co Holdings LLC

### Notes to the Financial Statements

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#### Revenue Recognition

The Company recognizes revenue in accordance with Accounting Standards Codification (“ASC”) 606, “Revenue from Contracts with Customers”. The Company’s net revenue primarily consists of Revenues from franchisees under franchise agreements. Accordingly, the Company recognizes revenue as follows:

#### *Royalties*

Royalties are based on a percentage of franchisee net sales revenue which range between 2% up to 6%. The Company recognizes the royalties as the underlying sales occurs. The Company recorded Revenue from royalties of \$368,000, \$175,000, and \$172,000 for the years ended December 31, 2023, 2022 and 2021, respectively.

The Company also charges 1% of net sales for brand marketing fee to franchisees.

#### *Initial Franchise Fees*

The Company provides the franchisees with management expertise, training, pre-opening assistance, and restaurant operating assistance in exchange for the multi-unit development fees and initial franchise fees. The Company capitalizes these fees upon collection from the franchisee. These initial fees are then recognized as franchise fee revenue on a straight-line basis over the life of the related franchise agreements and any exercised renewal periods. Cash payments are due upon the execution of the related franchise agreement. If a franchise location closes or a franchise agreement is terminated for any reason, the unrecognized revenue will be recognized in full at that time. The Company’s performance obligation with respect to franchise fee revenues consists of a license to utilize the Company’s brand for a specified period of time, which is satisfied equally over the life of each franchise agreement. The Company recognized franchise fee revenue of \$105,000, \$52,000, and \$14,000 for the years ended December 31, 2023, 2022 and 2021, respectively, which is included in Franchise fees in the accompanying Statement of Operations.

#### *Rebates*

Rebates consists of incentives received from wholesale vendors. The Company recognizes rebates when collection is assured and when performance has occurred.

#### Deferred Revenue

Deferred revenue primarily includes initial franchise fees received by the Company. Deferred revenue is recognized in income over the life of the franchise. If a franchise location closes or a franchise agreement is terminated for any reason, the remaining deferred revenue will be recognized in full at that time.

#### Income Taxes

The Company is a limited liability company treated as a disregarded entity and does not file a tax return in any federal or state jurisdictions. Instead, any taxable income or loss is passed through to the member and is included on its own respective income tax return.

The accounting standard on accounting for uncertainty in income taxes addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under that guidance, the Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by taxing authorities based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. The Company had no unrecognized tax benefits identified or recorded as liabilities as of December 31, 2023, or 2022.

### Fair Value of Financial Instruments

The Company utilizes ASC 820-10, Fair Value Measurement and Disclosure, for valuing financial assets and liabilities measured on a recurring basis. Fair value is defined as the exit price, or the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. The guidance also establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs market participants would use in valuing the asset or liability and are developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the factors market participants would use in valuing the asset or liability. The guidance establishes three levels of inputs that may be used to measure fair value:

- Level 1. Observable inputs such as quoted prices in active markets;
- Level 2. Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and
- Level 3. Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

The Company's financial instruments consisted of cash, franchise fee receivables – royalties, franchise fee receivables – initial fee, accounts payable and accrued expenses and deferred franchise fee revenue. The estimated fair value of these financial instruments approximates their carrying amount due to the short maturity of these instruments.

### COVID-19 Impact on Concentration of Risk

The novel coronavirus ("COVID-19") pandemic has significantly impacted health and economic conditions throughout the United States and globally, as public concern about becoming ill with the virus has led to the issuance of recommendations and/or mandates from federal, state and local authorities to practice social distancing or self-quarantine. During 2021 and 2022, the overall adverse impact of COVID-19 on the Company's operations was less significant than in 2020, but the Company continued to see negative impacts as of the end of 2022.

### Reclassifications

Some items in the prior year Financial Statements were reclassified to conform to the current presentation. Reclassifications had no effect on prior year Net income or Member's equity.

### Subsequent Events

The Company evaluated events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation and transactions, the Company did not identify any subsequent events that would have required adjustment or disclosure in the Financial Statements, except as disclosed in Note 7 – Subsequent Events.

**Poke Co Holdings LLC**  
**Notes to the Financial Statements**

**2. Deferred Revenue**

At December 31, 2023 and 2022, deferred revenue consists of the following:

	As of December 31,	
	2023	2022
	\$'000	\$'000
Deferred revenues	803	709
Less: Deferred revenues, current	(72)	(68)
	730	641

Deferred revenue of \$68,000 at December 31, 2022, was recognized in 2023 as franchise fee on the Statement of Operations. Deferred revenues of \$72,000 at December 31, 2023, is expected to be recognized during 2024.

**3. Notes Receivable**

Notes Receivable consist of the following:

	As of December 31,	
	2023	2022
	\$'000	\$'000
Notes Receivable	172	-
Less: Notes Receivable, current	(26)	-
	146	-

Notes Receivable are related to financing the sale of corporate stores to franchisees, with interest rates ranging from 0% to 12% and terms from 12 to 36 months.

**4. Due to / from Affiliates**

Due to / from Affiliates consist of the following:

	As of December 31,	
	2023	2022
	\$'000	\$'000
Due to affiliates	-	2,024
Due from affiliates	1,112	-
	1,112	2,024

Due to / from affiliates consist of intercompany payables and receivables from the Holding Company and other subsidiaries. For the year ended December 31, 2022, the Holding Company had excess cash and transferred the cash to an interest-bearing savings accounting under Poke Co Holdings LLC to maximize interest earning potential. The transfer of cash from the Holding Company to the Company resulted in a Due to affiliates of \$2,204,000 at December 31, 2022. In 2023, the Holding Company transferred \$3,136,000 of cash from the Company back to the Holding Company, which resulted in a decrease in cash and a shift from Due to affiliates to Due from affiliates of \$1,112,000 at December 31, 2023.

**5. Accounts Payables and Accrued Expenses**

Accounts payables and accrued expenses consist of the following:

	As of December 31,	
	2023	2022
	\$'000	\$'000
Accounts payable	15	3
Accrued professional fees	21	20
	36	23

**6. Commitments and Contingencies**

Franchising Agreements

During the year ended December 31, 2023, the Company entered into various franchise agreements for a total of 20 potentially new Pokemoto locations with various franchisees. The Franchisees paid the Company an aggregate of \$209,000 during the year ended December 31, 2023, which was recorded initially in Deferred revenue and is being accreted into income over the life of the related franchise agreements.

During the year ended December 31, 2022, the Company entered into various franchise agreements for a total of 30 potentially new Pokemoto locations with various franchisees. The Franchisees paid the Company an aggregate of \$425,000 during the year ended December 31, 2022, which was recorded initially in Deferred revenue and is being accreted into income over the life of the related franchise agreements.

Contingencies

From time to time, the Company may be involved in certain legal actions and claims arising in the normal course of business. Management is of the opinion that such matters will be resolved without material effect on the Company's financial condition or results of operations.

**7. Subsequent Events**

Brokerage agreement

On February 23, 2024, the Company entered into an agreement with a brokerage firm to have the exclusive rights to offer and sell the Company.

**EXHIBIT B-1**

**FRANCHISE AGREEMENT**

**POKE CO HOLDINGS LLC**  
**FRANCHISE AGREEMENT**

**FRANCHISEE**

\_\_\_\_\_  
**DATE**

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**ATTACHMENTS**

- A - ~~A~~ Accepted/Approved Location; Statement of Ownership; Other Data
- B - Owner's Guaranty
- ~~BC~~ - ~~Collateral Assignment~~ Form of Lease Rider
- ~~C~~ - ~~Statement of Ownership Interests and Franchisee's Principals~~
- ~~D~~ - ~~Confidentiality and Non-Competition Agreement~~
- ~~E~~ - ~~Electronic Transfer Authorization~~
- ~~F~~ - ~~Internet Websites and Listings Agreement; Telephone Listing Agreement~~
- ~~G~~ - ~~Power of Attorney (Tax)~~
- ~~H~~ - ~~Transfer of a Franchise to a Corporation or Limited Liability Company~~
- ID - Franchisee Disclosure Acknowledgment Statement
- ~~J~~ - ~~Americans with Disabilities Certification~~

## POKE CO HOLDINGS LLC

### FRANCHISE AGREEMENT

**THIS FRANCHISE AGREEMENT** (the “Agreement”) is made and entered into by and between Poke Co Holdings LLC, a Connecticut limited liability company having its principal address at 1169 N. Burlson Boulevard, Suite 107-226, Burlson, TX 76026 (~~“we”, “us” or “our”~~) \_\_\_\_\_, a \_\_\_\_\_, ~~having its principal address at \_\_\_\_\_~~ \_\_\_\_\_) and the person or entity identified as the “Franchisee” on Attachment A hereto and signing this Agreement as such (~~“you” or “your”~~) on \_\_\_\_\_ of the date this Agreement is executed by us below (the “Effective Date”).

#### WITNESSETH:

**WHEREAS**, we and our affiliates, as the result of the expenditure of time, skill, effort and money, have developed and own a ~~unique and distinctive~~ system (~~hereinafter~~ the “System”) ~~relating to for~~ the establishment development and operation of shops ~~featuring~~ (each, a “Pokemoto Shop”) that as of the Effective Date are identified by the Pokemoto® mark and such other trade names, service marks, and trademarks that are designated by us in writing for use in connection with the Pokemoto Shops (collectively, the “Marks”) and offer Poke bowls with a variety of toppings and other complementary products, smoothies and beverages;

**WHEREAS**, the ~~distinguishing characteristics of the~~ System includes, ~~without limitation, distinctive among other things, specified~~ exterior and interior designs, décor, color schemes, and furnishings; proprietary and non-proprietary products and ingredients; proprietary and non-proprietary recipes and special menu items; ~~uniform; and specified~~ standards, specifications, and procedures for operations; quality and uniformity of products and services; ~~procedures for~~ inventory; ~~management and financial controls~~; training and assistance; and advertising and promotional programs; all of which we may ~~be changed~~, improved, discontinue, and further developed ~~by us~~ from time to time;

~~**WHEREAS**, we identify the System by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the mark “Pokemoto, Hawaiian Poke” and such other trade names, service marks, and trademarks as are now designated (and may hereafter be designated by us in writing) for use in connection with the System (hereinafter referred to as the “Marks”);~~

~~**WHEREAS**, we continue to develop, use and control the use of such Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System’s high standards of quality, appearance and service;~~ grant franchises for the right and license to use and be a part of the System, you have requested that we grant you a franchise to do so, and we are willing to grant your request on the terms and conditions contained in this Agreement.

~~**WHEREAS**, you understand and acknowledge the importance of our high standards of quality, cleanliness, appearance and service and the necessity of operating the business franchised hereunder in conformity with our standards and specifications; and~~

~~**WHEREAS**, you desire to use the System in connection with the operation of a shop at the location accepted by us as herein provided, as well as to receive the training and other assistance provided by us in connection therewith.~~

NOW, THEREFORE, ~~the parties,~~ in consideration of the ~~mutual~~foregoing and the undertakings and commitments covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, you and we agree as follows:

## ARTICLE 1 GRANT

### 1.1 Grant of Franchise

In reliance on the representations and warranties ~~of made to us by~~ you ~~and~~(or your Controlling Principals (as defined in Section 19.17) ~~hereunder, if you are not a natural person~~), we hereby grant to you, upon the terms and conditions in this Agreement, the right and license, and you hereby accept the right and obligation, to develop and operate a Pokemoto Shop ~~under at a specific~~ Approved Location (defined below), identified by the Marks and using the System in accordance with this Agreement (“your Shop” ~~or “Franchised Business”~~). You ~~and the~~(or your Controlling Principals, if you are not a natural person) have represented to us that you have entered into this Agreement with the intention to comply fully with the obligations to ~~construct a~~develop and operate your Shop hereunder and not for the purpose of reselling or delegating to someone else the rights to ~~develop the Shop hereunder. You and the Controlling Principals understand and acknowledge that we have granted such rights in reliance on the business skill, financial capacity, personal character of, and expectations of performance hereunder by, you and the Controlling Principals and that this Agreement and the rights and obligations hereunder may not be transferred until after the Shop is open for business to the public in accordance with Section 2.6, and then only in accordance with Article 16 hereof.~~do so.

### 1.2 ~~Accepted~~Approved Location

The specific street address of ~~the~~your Shop location accepted by us ~~shall~~will be set forth in Attachment A hereto (the “~~Location~~” or “Accepted Approved Location”). ~~You shall not relocate the Shop without our express prior written consent, which consent shall not be unreasonably withheld.~~ This Agreement does not grant to you the right or license to operate ~~the~~your Shop or any other Pokemoto Shop at any other location, to offer or sell any products or services described under this Agreement at or from any other location, ~~nor are you permitted~~ to sell any products at wholesale or via the internet.

### 1.3 Relocation

~~If you are~~You may not relocate your Shop without our expressed prior written consent. If you believe it would be advantageous to relocate your Shop or you become unable to continue the operation of ~~the~~your Shop at the ~~Accepted Location because of the occurrence of a force majeure event (as described in Section 17.1.3(e))~~Approved Location for reasons beyond your control, then you may request our approval to relocate ~~the~~your Shop to another location, ~~subject to our prior written approval.~~ If, in our reasonable discretion, we elect to grant approve your ~~the right to relocate the Shop~~request, then you ~~shall~~will comply with the site selection and construction procedures set forth in Article 2 and sign our then-current form of relocation addendum which will include a general release from you and your related parties and the obligation to pay our then-current relocation fee.

### 1.4 No Protected or Exclusive Territory

Your rights are limited to the operation of your Shop at the Approved Location. You do not receive any protected or exclusive territory under this Agreement. You acknowledge and understand that the rights granted hereunder pertain only to the establishment of a your Shop at the

~~Accepted~~Approved Location.—~~You acknowledge~~ and ~~agree~~ that our affiliates currently operate, or may in the future operate, ~~s~~Shops and other businesses under the same Marks or different marks and with operating systems that are the same as or similar to the System, and that ~~any~~ such ~~shops~~businesses might compete with your Shop. ~~You further agree and acknowledge that the license granted hereby is only for the operation of one (1) Shop and only at a location approved by us.~~

## 1.5 Our Reserved Rights

We and our affiliates retain all rights with respect to Pokemoto Shops ~~and~~, the Marks, and the System including, ~~without limitation,~~ the right:

1.5.1 to produce, offer and sell and to grant others the right to produce, offer and sell the products offered at Pokemoto Shops and any other goods displaying the Marks or other trade and service marks through alternative distribution channels, as described below, on the terms and conditions we deem appropriate. “Alternative distribution channels” include, but are not limited to, the grocery stores, club stores, Websites, social media accounts, institutions, banquet facilities, grocery stores, or other direct marketing sales;

1.5.2 to acquire, operate, and ~~to~~ grant others the right to operate any business (including Pokemoto Shops) anywhere other than your Approved Location, with or without the use of the Marks and System, regardless of their proximity to your Shop, and on any terms and conditions we deem appropriate; and

~~1.5.3 to operate and to grant others the right to operate Shops at non-traditional sites (“Non-Traditional Sites”) anywhere, regardless of their proximity to your Shop, and on any terms and conditions we deem appropriate; and~~

1.5.3 to develop and establish other systems using the Marks or other names or marks and to grant licenses thereto without providing any rights to you.

~~1.5.4 the right to acquire and operate a business operating one or more food service businesses located anywhere, regardless of their proximity to your Shop, and on any terms and conditions we deem appropriate.~~

~~As used in this Agreement, Non-Traditional Sites shall include, without limitation, military bases, shopping malls, hotels, high school and college campuses, airports, train stations, travel plazas, toll roads, beaches, parks and other seasonal facilities, government buildings and establishments, prisons, hospitals, convenience stores, cafeterias, snack bars, trucks, casinos, sports or entertainment venues or stadiums, and retail shop locations being sublet under a lease to a master concessionaire, whether currently existing or constructed or established subsequent to the date hereof.~~

## ARTICLE 2 SITE SELECTION, PLANS AND CONSTRUCTION

### 2.1 Your Responsibility to ~~Locate a Site~~Develop your Shop

You ~~assume all cost, liability, expense and responsibility for locating, obtaining and developing a site for the Shop, and for constructing and equipping the Shop at such site. You shall not make any binding commitment to a prospective vendor or lessor of real estate with respect to a site for the Shop unless the site is accepted by us as set forth below. You acknowledge that the location, selection, procurement and development of a site for the Shop is your responsibility; that in discharging such responsibility you shall consult with real estate and other professionals of your choosing; and that our review of your lease, our approval of a prospective site and the rendering of assistance in the selection of a site does~~are solely responsible, at your expense and regardless of any assistance we might provide,

to do all things necessary to find and obtain possession of a site we approve at which you will develop and operate your Shop in accordance with this Agreement. You agree that our approvals of your proposed location and the lease or other agreement pursuant to which you will take possession of your site (a "Possession Agreement"), as described in this Article 2, are solely for our own internal purposes of administering the System and do not constitute a representation, promise, warranty or guarantee, express or implied, by us ~~that the~~of any kind, including that the demographics and conditions surrounding your Approved Location will not change during the Term, that the Possession Agreement will contain terms that are favorable to you or more favorable than those you might find for other sites, or that your Shop operated at ~~that site~~the Approved Location will be profitable or otherwise successful. You agree not to rely on our approval for those or any other purposes.

## **2.2 ~~Site Selection~~Approval of Location and Possession Agreement**

~~2.2.1 If you do not already have possession of a location that we have approved, then prior to acquiring by lease or purchase a site for the Shop, but within ninety (90) days of the date this Agreement is executed, you shall locate a site for the Shop that satisfies the site selection guidelines provided to you by us pursuant to Section 5.1 and shall submit to us in the form specified by us a description of the site, including evidence reasonably satisfactory to us demonstrating that the site satisfies our site selection guidelines, together with such other information and materials as we may reasonably require, including, but not limited to, a letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining the site. We shall have thirty (30) days after receipt of this information and materials to approve or disapprove, in our sole discretion, the proposed site as the location for the Shop. No site may be used for the location of the Shop unless it is first accepted in writing by us. You acknowledge and agree that our approval of a location for the Shop is not a warranty or guaranty, express or implied, that you will achieve any particular level of success at the location or that your Shop will be profitable. Our approval of a location for the Shop only signifies that the location has met our then current minimum criteria for a Pokemoto Shop.~~

2.2.1 You are not authorized to make any binding commitment to a prospective vendor or lessor of real estate with respect to a location for your Shop unless the location and Possession Agreement have been approved by us, in writing, as set forth in this Article 2. If we have not approved your location when this Agreement is executed, then prior to signing a Possession Agreement, but within 90 days after the Effective Date, you must locate, submit to us, and obtain our written approval of the proposed location for your Shop.

~~2.2.2 If you elect to purchase the premises for the Shop, you shall submit a copy of the proposed contract of sale to us for our written approval prior to its execution and shall furnish to us a copy of the executed contract of sale within ten (10) days after execution. If you will occupy the premises of the Shop under a lease or sublease, you shall submit a copy of the lease or sublease to us for written approval prior to its execution and shall furnish to us a copy of the executed lease or sublease within ten (10) days after execution. No lease or sublease for the Shop premises shall be accepted by us unless a Collateral Assignment of Lease, prepared by us and executed by us, you and the lessor or sublessor, in substantially the form attached as Attachment B, is attached to the lease and incorporated therein. We shall have ten (10) days after receipt of the lease, sublease or the proposed contract of sale to either approve or disapprove such documentation prior to its execution.~~

2.2.2 You must submit to us and request our approval of the proposed Possession Agreement within 15 days following our written approval of your Approved Location but in no event later than 90 days following the Effective Date. You must provide us with a fully executed copy of the Possession Agreement within 10 days after its execution. If you intend to occupy the Approved Location under a lease or sublease, we require that it include certain provisions, including

those reflected in our then-current form of lease rider (the current form of which is attached as Attachment C hereto), to ensure the continuity of the Pokemoto brand at the location and to protect the goodwill associated with the Marks.

~~2.2.3 If you fail to locate a suitable site for the Shop within the ninety (90) day period described herein, we shall have the right to terminate this Agreement unless we have provided you with an extension of this timeframe.~~

### **2.3 Zoning Clearances; Permits and Licenses; Insurance**

You ~~shall be~~ are responsible for obtaining all required zoning classifications and clearances ~~which may be required by state or local laws, ordinances or regulations or which may be necessary as a result of any restrictive covenants relating to the Shop premises. Prior to beginning the construction of the Shop, you shall (i) obtain, and all permits, licenses and certifications required by the local government for the lawful construction or remodeling and operation of the your Shop, and (ii) certify in writing to us that the insurance coverage specified in Article 12 is in full force and effect and that all required approvals, clearances, permits and certifications have been obtained. Upon written request, you shall provide to us additional copies of your insurance policies or certificates of insurance and copies of all such approvals, clearances, permits and certifications. Prior to opening the Franchised Business, and before any renovation to the Franchised Business, Franchisee shall execute an ADA Certification in the form attached to this Agreement as Attachment K that certifies in writing to Franchisor that the Franchised Business and any proposed renovations comply with the ADA. You agree to provide us with copies of all such documentation on our request. Before you begin construction activities on the site, you must obtain and provide us with certificates evidencing all insurance coverages required by local law and this Agreement.~~

### **2.4 Design of your Shop**

You must obtain any architectural, engineering and design services necessary for the construction of the your Shop at your own expense from an architectural design firm we approved ~~by us~~, which approval ~~shall will~~ not be unreasonably withheld. We will provide ~~You shall adapt the with our~~ prototypical architectural and design plans and specifications ~~for construction of the Shop provided to you by us in accordance with Section 5.3 as necessary for the construction of the Shop and shall submit such adapted plans to us for our review. If we determine, in our reasonable discretion, that any such plans are not consistent with the best interests of the System, we may prohibit the implementation of such plans, and in this event will notify you of any objection(s) within ten (10) days of receiving such plans. If we fail to notify you of an objection to the plans within this time period, you may use such plans. If we object to any such plans, we shall provide you with a reasonably detailed list of changes necessary to make the plans acceptable. We shall, upon a re-submission of the plans with such changes, notify you within ten (10) days of receiving the resubmitted plans whether the plans are acceptable. If we fail to notify you in writing of any objection within such time period, you may use the resubmitted plans.~~, and you are responsible for working with your architects and contractors for adapting the prototypical plans and specifications as necessary to comply with local laws and to accommodate the unique features of the Approved Location. You must obtain our written approval of all such adaptations and, once approved, you must construct your Shop in accordance with the approved adapted design plans and specifications. You acknowledge that our review of such plans relates only to compliance with the System and presentation of the Marks, and that acceptance by us of such plans does not constitute our representation, warranty, or guarantee, express or implied, ~~by us~~ that such plans are ~~accurate or complete~~, free of error ~~concerning their design or structural application, or in compliance with all local laws and ordinances.~~

## 2.5 Build-Out of Your Shop

You ~~shall~~will commence and diligently pursue construction or remodeling (as applicable) of ~~the~~your Shop. ~~Commencement of construction shall be defined as the time at which any site work is initiated by you or on your behalf at the location accepted for the Shop. Site work includes, without limitation, paving of parking areas, installing outdoor lighting and sidewalks, extending utilities, demising of interior walls and demolishing of any existing premises. During the time of~~ at the Approved Location. During construction or remodeling, you ~~shall~~will provide us with ~~such~~ periodic reports regarding the progress of the construction or remodeling as we may ~~be~~ reasonably requested ~~by us~~. In addition, we may make such on-site inspections as we may deem reasonably necessary to evaluate such progress. You ~~shall~~will notify us of the scheduled date for completion of construction or remodeling no later than ~~thirty (30)~~ days prior to such date. Within a reasonable time after the date of completion of construction or remodeling, we may, at our option, conduct an inspection of ~~the~~ completedyour Shop. You ~~acknowledge and~~ agree that you will not open ~~the~~your Shop for business without our written authorization and that our authorization to open ~~shall~~will be conditioned upon your strict compliance with this Agreement.

## 2.6 Opening Date; Time is of the Essence

You acknowledge that time is of the essence. Subject to your compliance with the conditions stated below, you ~~shall~~will open ~~the~~your Shop and commence business within ~~twelve (12)~~ months after ~~you execute this Agreement, unless you obtain an extension of such time period from us in writing~~the Effective Date. The date ~~the~~your Shop actually opens ~~for business~~ to the general public is herein called for regular business is the “Opening Date”. ~~Prior to opening, you shall complete all exterior and interior preparations for the Shop, including installation of equipment, fixtures, furnishings and signs, pursuant to the plans and specifications reasonably approved by us, and shall”~~ Before the Opening Date, you must comply with all ~~of your other~~ pre-opening obligations, ~~including, but not limited to, those~~ obligations described in ~~Sections 6.2 through 6.7,~~this Agreement to our reasonable satisfaction. By commencing operation of your Shop, you represent to us that (a) all such obligations have been satisfied, (b) your Shop has been fully constructed in accordance with the approved adapted design plans and specifications, fully equipped and furnished in accordance with such plans and specifications, and is fully staffed by your trained personnel, (c) all fees owed to us or our affiliates have been paid, (d) all required permits, licenses, and insurance have been secured, and (e) you have obtained all customary contractors’ sworn statements and partial and final waivers of lien for construction, remodeling, decorating and installation services. If you fail to reasonably comply with any of such obligations, except for delay caused by a force majeure act as described in Section 17.1.3(e), we ~~shall~~will have the right to prohibit you from commencing business. Your failure to open ~~the~~your Shop and commence business in accordance with the foregoing ~~shall~~will be deemed an event of material default under this Agreement.

## ARTICLE 3 TERM AND RENEWAL

### 3.1 Term

~~Unless sooner terminated as provided in Article 17 hereof, the term of this Agreement shall continue from the date stated on the first page hereof, for a period of ten (10) years.~~

The term of this Agreement will commence on the Effective Date and end on the 10<sup>th</sup> anniversary of such date unless sooner terminated as provided in Article 17 hereof (the “Term”).

### 3.2 Renewal

Subject to the provisions of this Section, you ~~shall~~will have an option (exercisable only by written notice delivered to us ~~less than~~between six (6) and nine (9) months, ~~but more than six (6) months,~~ prior to the end of the ~~Initial~~ Term of this Agreement) to renew the franchise hereunder for one (1) additional period of five (5) years (the “Renewal Term”), if the following conditions are met:

3.2.1 you have been, throughout the ~~initial~~the Term of this Agreement, in substantial compliance, and at the expiration of ~~such initial~~the Term are in full compliance, with this Agreement, the ~~lease~~Possession Agreement and all other agreements between you and us or ~~companies associated or~~our affiliates ~~s~~with us;

3.2.2 you ~~enter into~~and your related parties execute our then-current form of Franchise Agreement and all other ancillary agreements, instruments and documents then customarily used by us in the granting of franchises (which then-current Franchise Agreement may materially differ from this Agreement, including a higher rate of fees, different methods of calculating fees due, and different payment methods, ~~which shall be the same as those set out in the franchise agreements being executed at the time of~~ than those contained in this Agreement), modified to reflect that your Shop is then fully operational and to reflect the ~~Renewal~~ Term;

3.2.3 you provide evidence to us that you are able to lawfully maintain possession of the ~~Accepted~~Approved Location for ~~the~~your Shop (or at a relocated ~~Accepted~~Approved Location pursuant to Section 1.3 hereof) pursuant to a ~~lease~~Possession Agreement reasonably acceptable to us for the duration of the Renewal Term;

3.2.4 you refurbish, upgrade, and/or renovate your Shop as we require ~~in order that your Shop will~~to meet our then-current standards and image for Pokemoto Shops;

~~3.2.5 the landlord of the Accepted Location consents to a renewal or extension of the lease;~~

~~3.2.6~~3.2.5 at the time the renewal option is exercised and at the time such renewal commences, all monetary obligations to us and any affiliate of ours must be current and must have been current at all times during the preceding twelve (12) months;

3.2.7 you and your related parties execute a general release ~~running in favor of us, our affiliates and our respective officers, directors and shareholders releasing~~of all claims against us, and our officers, directors and shareholders related parties; and

3.2.8 you pay to us a renewal fee equal to fifty percent (50%) of ~~our then-current~~the standard initial franchise fee we are then charging in connection with the grant of new Pokemoto franchises.

### 3.3 Refusal to Renew Franchise Agreement

~~We can refuse to renew your franchise if your lease, sublease or other document by which you have the right to occupy the Shop Premises is not extended before your renewal term is to take effect to cover the period of the renewal or if you do not have a written commitment from your landlord to renew the lease or sublease for a period at least equal to the renewal term. We may also refuse to renew your franchise under other circumstances, including, but not limited to, your failure to substantially comply~~

~~with the terms of this Agreement, your failure to pay amounts owed to us when due, or your failure to cure of any defaults incurred during the initial term of this Agreement, if applicable.~~

### **3.4 Renewal Under Law**

~~Even though we decline the renewal of your franchise, it is possible that we can be required to renew it under a law, rule, regulation, statute, ordinance, or legal order that is applicable at the time. If that happens, to the extent it is allowed by the concerned law, rule, regulation, statute, ordinance or order, your renewal term will be subject to the conditions of the Franchise Agreement we are using for new franchisees at the time the renewal period begins. If we are not then offering new franchises, your renewal period will be subject to the terms in the Franchise Agreement that we indicate. If for any reason that is not allowed, the renewal term will be governed by the terms of this Agreement.~~

### **3.5 Your Election Not to Renew**

~~For the purposes hereof, you shall be deemed to have irrevocably elected not to renew the franchise hereunder (and the option to do so shall thereupon terminate) if you fail to execute and return to us our then standard Franchise Agreement and other ancillary documents required by us for a renewal franchise.~~

## **ARTICLE 4**

### **FEES**

#### **4.1 Initial Franchise Fee**

~~You shall pay to us an initial franchise fee of Twenty Five Thousand Dollars (\$25,000), which amount shall be paid upon the execution of this Agreement. The amount of the initial franchise fee when so paid shall be deemed fully earned in consideration of the administrative and other expenses incurred by us in granting the franchise hereunder and for our lost or deferred opportunity to grant such franchise to any other party, and the initial franchise fee shall be non-refundable.~~

In the rights granted to you herein and in consideration of the expenses we will incur in connection with the development of your Shop, you will pay to us, on your execution of this Agreement, a non-refundable, fully earned initial franchise fee of Thirty Thousand Dollars (\$30,000).

#### **4.2 Royalty Fees**

4.2.1 During the ~~Term of this Agreement~~, you ~~shall~~will pay to us, in partial consideration for the rights herein granted, a continuing weekly royalty fee (“Royalty Fee”) of six percent (6%) of Gross Sales. Such Royalty Fee ~~shall~~will be due and payable ~~weekly via EFT on day~~in the manner and frequency we prescribe from time to time.

4.2.2 Each such Royalty Fee ~~shall~~will be preceded by a royalty report itemizing the Gross Sales for the preceding week (“Royalty Report”) and any other reports required hereunder. Notwithstanding the foregoing, you ~~shall~~will provide us in writing with such Gross Sales information on such day of the week and in such manner that we prescribe from time to time. You understand and acknowledge that the requirement for you to provide the Royalty Report is in addition to, and not in place of, our right to poll your computer system directly.

4.2.3 If any state imposes a sales or other tax on the Royalty Fees, then we have the right to collect this tax from you.

### 4.3 Brand Development Fee

In addition to the ~~R~~oyalty ~~f~~ee described in Section 4.2 above, you agree to pay to us a brand development fee (“Brand Development Fee”) in an amount equal to one (1%) of ~~the~~your Shop’s Gross Sales. Such Brand Development Fee ~~shall~~will be contributed to a ~~B~~rand ~~D~~evelopment ~~fund (the “Fund”)~~ maintained by us, as described in Section 8.3 below. The Brand Development Fee is payable to us at the same time and in the same manner as the Royalty Fee.

### 4.4 Technology Fees

We reserve the right to charge you a recurring technology fee, the frequency and amount of which may change from time to time in our discretion, to pay for certain aspects of the technology and related support that we or our affiliates provide in connection with the development or operation of your Shop (“Technology Fee”).

#### 4.4.5 Payments to Us

By executing this Agreement, you agree that we ~~shall~~will have the right to withdraw funds from your designated bank account by electronic funds transfer (“EFT”) in the amount of the Royalty Fee, Brand Development Fee and any other payments due to us and/or our affiliates. If you do not report ~~the~~your Shop’s Gross Sales, we may debit your account for one hundred twenty percent (120%) of the last Royalty Fee and Brand Development Fee that we debited. If the Royalty Fee and Brand Development Fee we debit are less than the Royalty Fee and Brand Development Fee you actually owe to us, once we have been able to determine ~~the~~your Shop’s true and correct Gross Sales, we will debit your account for the balance on a day we specify. If the Royalty Fee and Brand Development Fee we debit are greater than the Royalty Fee and Brand Development Fee you actually owe, we will credit the excess against the amount we otherwise would debit from your account during the following week. You ~~shall~~will, upon execution of this Agreement or at any time thereafter at our request, execute such documents or forms as we or your bank determine are necessary for us to process EFTs from your designated bank account for the payments due hereunder. If payments are not received when due, interest may be charged by us in accordance with Section ~~4.54.6~~ below. Upon written notice to you, you may be required to pay such fees directly to us in lieu of EFT, at our sole discretion.

#### 4.54.6 Interest on Overdue Amounts

You ~~shall~~will not be entitled to withhold payments due us under this Agreement ~~on grounds of for any reason, including our~~ alleged non-performance ~~by us~~ hereunder. Any payment or report not actually received by us on or before its due date ~~shall~~will be deemed overdue. Time is of the essence with respect to all payments to be made by you to us. All unpaid obligations under this Agreement ~~shall~~will bear interest from the date due until paid at the lesser of ~~(i) one and one half~~one-half percent (1.5%) per month; ~~or (ii) the maximum rate allowed by applicable law. Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall require the payment or permit the collection of interest in excess of the maximum rate allowed by applicable law. If any excess of interest is provided for herein, or shall be adjudicated to be so provided in this Agreement, the provisions of this paragraph shall govern and prevail, and neither you nor your Controlling Principals shall be obligated to pay the excess amount of such interest.~~ If for any reason interest in excess of the maximum rate allowed by applicable law ~~shall~~will be deemed charged, required or permitted, any such excess ~~shall~~will be applied as a payment and reduction of any other

amounts which may be due and owing hereunder, and if no such amounts are due and owing hereunder then such excess ~~shall~~will be repaid to the party that paid such interest.

#### **4.6.4.7 Definition of Gross Sales**

“Gross Sales” ~~shall~~means the total selling price of all services and products and all income of every other kind and nature related to ~~the~~your Shop (including, ~~without limitation,~~ any sales or orders of food products or food preparation services provided from or related to ~~the~~your Shop), delivery and catering, whether for cash or credit and regardless of collection in the case of credit. In the event of a cash shortage, the amount of Gross Sales ~~shall~~will be determined based on the records of the ~~point-of-sale~~point-of-sale system and any cash shortage ~~shall~~will not be considered in the determination. Gross Sales expressly excludes taxes collected from your customers and paid to the appropriate taxing authority, customer refunds or adjustments, or third-party delivery fees.

#### **4.7 Payment of Additional Fees**

You ~~shall~~will pay such other fees or amounts described in this Agreement.

### **ARTICLE 5** **OUR OBLIGATIONS**

We agree to provide the services described below with regard to ~~the~~your Shop:

#### **5.1 Site Selection Assistance**

~~We will provide~~ Our written site selection guidelines and such site selection assistance as we may deem advisable.

#### **5.2 Location Assistance; On-Site Evaluation**

Subject to the availability of our personnel, we may, upon your request or otherwise, conduct an on-site evaluation of your proposed site. For any on-site evaluation requested by you, we ~~shall~~will not be required to conduct such evaluation until we receive ~~of~~ all required information and materials concerning such site prepared pursuant to Article 2.

#### **5.3 Prototype Design Plans**

~~On loan,~~ We will provide you one (1) set of prototypical architectural and design plans and specifications for a Pokemoto Shop. You ~~shall~~will independently, and at your expense, have such architectural and design plans and specifications adapted for construction of ~~the~~your Shop in accordance with Article 2.

#### **5.4 Confidential Operations Manual**

~~On loan, one (1) set of~~ We will grant you access to our confidential Operations Manuals and such other manuals and written materials as we ~~shall~~will have developed for use in ~~the Franchised Business~~ your Shop (as the same may be revised by us from time to time, the “Manuals”), as more fully described in Section 10.1. The Manuals may, in our discretion, be provided electronically or via an intranet website for all Pokemoto Shops in the System.

## 5.5 Visits and Evaluations

~~We may~~ visit ~~to the~~ your Shop and ~~evaluations~~ of the products sold and services rendered therein from time to time as reasonably determined by us, as more fully described in Section 7.5.6.

## 5.6 Advertising and Promotional Materials

We ~~shall~~ will have the right to review and approve or disapprove all advertising and promotional materials that you propose to use, pursuant to Article 8.

## 5.7 Management and Operations Advice

We will provide such ~~A~~ advice and written materials as we determine from time to time concerning techniques of managing and operating the your Shop ~~from time to time developed by us~~, including new developments and improvements in Shop equipment, food products and the packaging and preparation thereof and menu items.

## 5.8 Products for Resale

From time to time and at our reasonable discretion, at a reasonable cost to you, we may make available for resale to your customers certain merchandise identifying the System, such as logoed merchandise and memorabilia, in sufficient amounts to meet customer demand. We may specify that you must purchase such merchandise from us, our affiliate, or another designated supplier.

## 5.9 Approved Suppliers

~~A~~ We will provide you a list of approved suppliers as described in Section 7.4 from time to time as we deem appropriate.

## 5.10 Initial Training Program

~~An~~ We will provide our initial training ~~program for~~ to you (or ~~one of~~ your Controlling Principals, if you are not natural person) and your Shop's General Manager, ~~as well as other training programs~~ in accordance with the provisions of Sections ~~6.4.1, 6.4.2 and 6.4.4~~ 6.4.

## 5.11 Opening Assistance

We will provide such ~~O~~ on-site opening assistance at ~~the~~ your Shop as we determine from time to time in accordance with the provisions of Section 6.4.2.

## 5.12 Brand Development Fund; ~~Advertising Cooperatives~~ Advisory Council

~~Establishment and administration of a brand development fund and/or advertising cooperatives in accordance with Article 8.~~

We will administer the Fund in accordance with Article 8. We may also form a franchisee advisory council as described in Section 8.7.

**ARTICLE 6**  
**YOUR AGREEMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS**

**6.1 ~~Use Commercially Reasonable Efforts~~ Operation of Shop**

~~Each of y~~You ~~and the Controlling Principals covenants and agrees that they shall make all~~ ~~commercially reasonable efforts~~agree to operate ~~the~~your Shop throughout the Term so as to achieve optimum sales and positive goodwill associated with the Marks.

**6.2 Representations of Corporate Entity**

If you are a corporation, limited liability company, or partnership, you ~~and the Controlling on~~ behalf of yourself and your Principals (as defined in Section 19.17) represent, warrant and covenant that:

6.2.1 You are duly organized and validly existing under the state law of your formation;

6.2.2 You are duly qualified and are authorized to do business in each jurisdiction in which your business activities or the nature of the properties owned by you require such qualification;

6.2.3 Your corporate charter, operating agreement, or written partnership agreement ~~shall~~will at all times provide that your activities are confined exclusively to the operation of ~~the~~your Shop, unless otherwise consented to in writing by us;

6.2.4 The execution of this Agreement and the consummation of the transactions contemplated hereby are within ~~your corporate power, if you are a corporation, or if you are a limited liability company, permitted under your operating agreement, or if you are a partnership, permitted under your written partnership agreement~~the power granted to you under your governing documents and have been duly authorized by you;

~~6.2.5 If you are a corporation or a limited liability company, copies of your articles of incorporation, bylaws, operating agreement, other governing documents, any amendments thereto, resolutions of the Board of Directors authorizing entry into and performance of this Agreement, and any certificates, buy sell agreements or other documents restricting the sale or transfer of stock of the corporation, and any other documents as may be reasonably required by us shall be furnished to us prior to the execution of this Agreement; or, if you are a partnership, copies of your written partnership agreement, other governing documents and any amendments thereto shall be furnished to us prior to the execution of this Agreement, including evidence of consent or approval of the entry into and performance of this Agreement by the requisite number or percentage of partners, if such approval or consent is required by your written partnership agreement;~~

6.2.5 Copies of your formation and governing documents, enabling resolutions, and any other documents as may be reasonably required by us will be furnished to us prior to the execution of this Agreement;

6.2.6 ~~If you are a corporation, partnership or other form of legal entity other than an individual, the ownership interests in you~~Your Principals are accurately and completely described in Attachment C. ~~Further, if you are a corporation, you shall~~A hereto, and you will maintain at all times a current list of all owners of record and all beneficial owners of any class of voting securities in you

~~or, if you are a partnership or other form of legal entity, you shall maintain at all times a current list of all owners of an interest in the partnership or entity. You shall~~and immediately provide a copy of the updated list of all owners to us upon the occurrence of any change of ownership and otherwise make your list of owners available to us upon reasonable written request;

6.2.7 ~~If you are a corporation, you shall~~will maintain stop-transfer instructions or other applicable restrictions against the transfer on your records of any of equity securities, and each ~~stock certificate representing stock of the corporation shall~~of ownership will have conspicuously endorsed upon it a statement in a form satisfactory to us that it is held subject to all restrictions imposed upon assignments by this Agreement; provided, however, that the requirements of this Section ~~shall~~will not apply to the transfer of equity securities of a publicly held corporation (as defined in Section 19.17). ~~If you are a partnership or limited liability company, your written agreement shall provide that ownership of an interest in the entity is held subject to all restrictions imposed upon assignments by this Agreement;~~

6.2.8 You must have provided us with your most recent financial statements. Such financial statements present fairly your financial position, at the dates indicated therein and with respect to you, the results of your operations and your cash flow for the years then ended. You agree that you ~~shall~~will maintain at all times, during the ~~Term of this Agreement~~, sufficient working capital to fulfill your obligations under this Agreement. Each of the financial statements mentioned above ~~shall~~will be certified as true, complete and correct and ~~shall~~will have been prepared in conformity with generally accepted accounting principles applicable to the respective periods involved and, except as expressly described in the applicable notes, applied on a consistent basis. No material liabilities, adverse claims, commitments or obligations of any nature exist as of the date of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise, which are not reflected as liabilities on your financial statements.

6.2.9 If, after the execution of this Agreement, any person ceases to qualify as ~~one of your Principals (defined in Section 19.17)~~ or if any individual succeeds to or otherwise comes to occupy a position ~~which would, upon designation by us, qualify him as one of your Principals, you shall~~will notify us within ten (10) days after any such change and, ~~upon designation of such person by us as one of your Principals or as a Controlling Principal, as the case may be, such person shall~~will execute such documents and instruments (including, as applicable, this Agreement) as may be required by us to be executed by others in such positions;

6.2.10 ~~Each of your Principals shall~~will each execute and personally bind themselves ~~to the confidentiality and non-competition covenants set forth in the Confidentiality and Non-Competition Agreement which forms Attachment D to this Agreement (see Sections 10.2.2 and 10.3.4). The Controlling Principals shall, jointly and severally, guarantee your performance of all of your obligations, covenants and agreements hereunder pursuant to the terms and conditions of the guaranty contained herein, and shall otherwise bind themselves to the terms of this Agreement as stated herein; and, in writing, to the Owner's Guaranty attached hereto as Attachment B. The non-owner spouse of each guarantor must also sign the Guaranty in the capacity and for the purposes reflected in the Owner's Guaranty; and~~

6.2.11 ~~You and the Controlling Principals acknowledge and agree that the~~The representations, warranties and covenants set forth above in Sections 6.2.1 through 6.2.10 are your continuing obligations ~~of you and the Controlling Principals, as applicable,~~ and that any failure to comply with such representations, warranties and covenants ~~shall~~will constitute a material event of

default under this Agreement. You ~~and the Controlling Principals~~ will cooperate with us in any efforts made by us to verify compliance with such representations, warranties and covenants.

### 6.3 General Manager

You ~~shall~~will designate and retain at all times a general manager (“General Manager”) to direct the ~~day-to-day~~ operation and management of ~~the~~your Shop. The General Manager ~~shall~~will be responsible for the daily operation of ~~the~~your Shop and may be one of the ~~Controlling~~ Principals. The General Manager ~~shall~~will, during the entire period he serves as General Manager, meet the following qualifications:

6.3.1 The General Manager ~~shall~~will satisfy our educational and business experience criteria as set forth in the Manuals as defined herein or otherwise in writing by us;

6.3.2 The General Manager ~~shall~~will devote full time and best efforts to the supervision and management of ~~the~~your Shop;

6.3.3 The General Manager ~~shall~~will be an individual acceptable to us; and

6.3.4 The General Manager ~~shall~~will satisfy the training requirements set forth in Section 6.4. If, during the ~~t~~Term of this Agreement, the General Manager is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section, you ~~shall~~will promptly notify us and designate a replacement within ~~sixty (60)~~ days after the General Manager ceases to serve, such replacement being subject to the same qualifications listed above (including completing all training and obtaining all certifications required by us). You ~~shall~~will provide for interim management of ~~the~~your Shop until such replacement is so designated, such interim management to be conducted in accordance with the terms of this Agreement. Any failure to materially comply with the requirements of this Section 6.3 ~~shall~~will be deemed a material event of default under Section 17.1.3(o) hereof.

You understand and acknowledge that you are responsible for the daily operation and management of your Shop, compliance with the terms of this Agreement and the Manuals, and compliance with our requirements and specifications, irrespective of whether you hire a General Manager.

### 6.4 Training

You agree that it is necessary to the continued operation of the System and ~~the~~your Shop that your personnel receive such training as we may reasonably require, and accordingly agree as follows:

6.4.1 Not later than ~~thirty (30)~~ days prior to the Opening Date, you (or ~~one of your~~ Controlling Principals, as applicable) and your General Manager (~~for a maximum of two (2) trainees~~) ~~shall~~will attend and complete, to our reasonable satisfaction, our initial training program, including classroom training and training ~~in an operating Shop~~ at such location(s) as may be designated by us. If you wish to send additional ~~employees~~ Principals or General Managers to our initial training program, whether before ~~the~~your Shop opens or while ~~the~~your Shop is operating, you ~~shall~~will pay to us our then-current training fee for each additional trainee.

We ~~shall~~will determine, in our reasonable discretion, whether the General Manager has satisfactorily completed initial training. If the initial training program is (a) not completed within the timeframe required by us, (b) not satisfactorily completed by the General Manager, or (c) if we in our reasonable business judgment, based upon the performance of the General Manager, determine that the training program cannot be satisfactorily completed by any such person, you ~~shall~~will designate a replacement to satisfactorily complete such training. Any General Manager subsequently designated by you ~~shall~~will also receive and complete such initial training. We reserve the right to charge a reasonable fee for any initial training provided to a replacement or successor General Manager.

In addition, if ~~you fail~~any person required to complete ~~the~~our initial training program ~~fails to do so~~ to our satisfaction, ~~you~~he or she must re-take the initial training program at your ~~own~~ expense, including payment of our then-current training fee. If ~~you~~such person ~~fails~~ to complete the initial training program to our satisfaction a second time, we have the right to terminate this Agreement. You ~~shall~~will be responsible for any and all expenses incurred by you, your General Manager and other ~~Shop~~ personnel in connection with any initial training program, including, ~~without limitation,~~ costs of travel, lodging, meals and wages.

6.4.2 Upon your reasonable request or as we ~~shall~~will deem appropriate, we ~~shall~~will, during the term hereof, subject to the availability of personnel, provide you with additional trained representatives who ~~shall~~will provide on-site training and assistance to your Shop personnel. For this additional training and assistance, you ~~shall~~will pay the per diem fee then being charged to franchisees under the System for the services of such trained representatives, plus their costs of travel, lodging, and meals.

6.4.3 We reserve the right to conduct additional or refresher training programs, seminars and other related activities regarding the operation of ~~the~~your Shop. Such training programs and seminars may be offered to you, your Controlling Principal, and the General Manager ~~or other Shop personnel generally, and we may designate that such training programs and seminars are mandatory for you, your General Manager and other Shop personnel~~. You must pay for your trainees' expenses while attending such training program, including travel, lodging, meals and applicable wages.

6.4.4 We may replace any part of the in-person training program with virtual training via the Internet or pre-recorded training videos.

6.4.5. You have the ultimate and exclusive responsibility for ensuring that all of your employees and personnel are appropriately trained to operate your Shop in accordance with this Agreement and our standards and specifications, regardless of any training or support that we provide. We may periodically establish certain minimum requirements for your employee training programs; however, you understand that these minimum requirements are solely intended to protect our System and the goodwill of the Marks.

## 6.5 Franchisee Meetings

We reserve the right to hold meetings for all franchisees and other Pokemoto Shop operators, which meetings ~~shall~~will not occur more frequently than annually. We ~~shall~~will not be required to hold such meetings until we believe it is prudent to do so. These meetings may be used to provide additional training, introduce new products or changes to the System, or for other reasons. We reserve the right to designate that attendance at any franchisee meeting is mandatory for you and/or

your General Manager. You ~~shall~~will pay for all of the expenses incurred by your attendees at the meeting, including travel, lodging, meals and wages.

## 6.6 Hiring Practices

You acknowledge and agree that you are solely responsible for all decisions relating to employees, agents, and independent contractors that you may hire to assist in the development or operation of your Shop. You agree that any employee, agent or independent contractor that you hire will be your employee, agent or independent contractor, and not our employee, agent or independent contractor. You also agree that you are exclusively responsible for the terms and conditions of employment of your employees, including recruiting, hiring, firing, training, compensation, work hours and schedules, work assignments, safety and security, discipline, and supervision. You agree to manage the employment functions of your Shop in compliance with federal, state, and local employment laws.

## 6.7 Compliance with Laws

You ~~shall~~will comply with all requirements of federal, state and local laws, rules, regulations, and orders, including but not limited to obtaining the appropriate licenses and permits required by your local or state government.

~~You and your Principals agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your Principals certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your Principals otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your Principals, or any blocking of your or your Principals' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.~~

In connection with that compliance, you certify, represent, and warrant that neither you and your affiliates, Principals, officers, directors, employees, agents, or representatives, nor any other person or entity associated with you, is now, or has been: (i) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or (ii) is owned or controlled by terrorists or sponsors of terrorism. You represent and warrant that you and your affiliates, Principals, officers, directors, employees, agents, and representatives, that you have been, in compliance with the Anti-Money Laundering Anti-Terrorism Laws (as defined below), and that any funds provided by you or your affiliates, Principals, officers, directors, employees, agents, and representatives to us or our affiliates were legally obtained in compliance with these laws. Neither you nor any of your affiliates, Principals, officers, directors, employees, agents, and representatives, nor any other person or entity associated with you has been listed on: (i) the U.S. Treasury Department's List of Specially Designated Nationals; (ii) the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or General Orders; (iii) the U.S. State Department's Debarred List or Nonproliferation Sanctions; or (iv) the Annex to U.S. Executive Order 13224. You acknowledge that you and your affiliates, officers, employees or agents are subject to U.S. laws that prohibit or restrict (a) transactions with certain parties, and (b) the conduct of transactions involving certain foreign parties. You further covenant that neither you nor any of your affiliates, Principals, officers, directors, employees, agents, and representatives, nor any other person or entity associated with you,

will become a person or entity described above or otherwise become a target of any Anti-Money Laundering Anti-Terrorism Laws.

“Anti-Money Laundering Anti-Terrorism Laws” include U.S. Executive Order 13224, the U.S. Foreign Corrupt Practices Act, the Bank Secrecy Act, the International Money Laundering Abatement and Anti-terrorism Financing Act, the Export Administration Act, the Arms Export Control Act, the U.S. Patriot Act, and the International Economic Emergency Powers Act, and the regulations issued pursuant to these and other U.S. laws.

## **6.8 Compliance with All Other Obligations**

You ~~shall~~will comply with all other requirements and perform such other obligations as provided hereunder.

# **ARTICLE 7**

## **FRANCHISE OPERATIONS**

### **7.1 Compliance with Standards**

You understand the importance of maintaining uniformity among ~~all of your Shop and other Pokemoto Shops and the importance of~~agree that you will comply~~ing~~ with all of our standards and specifications relating to the operation of ~~the~~your Shop.

### **7.2 Maintenance of Shop**

You ~~shall~~will maintain ~~the~~your Shop in a high degree of sanitation, repair and condition, and in connection therewith ~~shall~~will make such additions, alterations, repairs and replacements thereto (but no others without our prior written consent) as may be required for that purpose, including~~, without limitation,~~ such periodic repainting or replacement of obsolete signs, furnishings, equipment (including, but not limited to, point of sale or computer hardware and software systems), and décor as we may reasonably direct in order to maintain system-wide integrity and uniformity. You ~~shall~~will also obtain, at your cost and expense, any new or additional equipment (including point of sale or computer hardware and software systems), fixtures, supplies and other products and materials which may be reasonably required by us for you to offer and sell new menu items from ~~the~~your Shop or to provide ~~the~~your Shop services by alternative means, such as through catering or delivery arrangements. Except as may be expressly provided in the Manuals, no material alterations or improvements or changes of any kind in design, equipment, signs, interior or exterior décor items, fixtures or furnishings ~~shall~~will be made in or about ~~the~~your Shop or its premises without our prior written approval, which ~~shall~~will not be unreasonably withheld.

### **7.3 Remodeling and Redecorating**

~~To assure the continued success of the Shop, y~~You shall agree, upon our request, to remodel and/or redecorate ~~the~~your Shop premises, equipment (including point of sale or computer hardware and software systems), signs, interior and exterior décor items, fixtures, furnishings, supplies and other products and materials required for the operation of ~~the~~your Shop to our then-current system-wide standards and specifications. We ~~shall~~will not require you to perform such remodeling and/or redecorating more frequently than every eight (8) years, except that if ~~the~~your Shop franchise is transferred pursuant to Article 14, we may request that the transferee remodel and/or redecorate ~~the~~your Shop premises as described herein.

## 7.4 Approved Suppliers

You ~~shall~~will comply with all of our standards and specifications relating to the purchase of all food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment (including electronic cash register and computer hardware and software systems) and other products and services used or offered for sale at the your Shop. ~~Except as provided in Sections 7.6 and 7.7 with respect to certain materials bearing the Marks and proprietary products (including proprietary mixes), you shall~~You will obtain such ~~items~~products and services from suppliers (including manufacturers, distributors and other sources) ~~who continue to demonstrate the ability to meet our then-current standards and specifications for food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment and other items used or offered for sale at Shops and who possess adequate quality controls and capacity to supply your needs promptly and reliably; and who have been approved in writing by us prior to any purchases by you from any such supplier; and who have not thereafter been disapproved by~~approved or designated by us from time to time, which may be limited to us or our affiliates.

If you desire to purchase, lease or use any products or other items from an unapproved supplier, you ~~shall~~will submit to us a written request for such approval, or ~~shall~~will request the supplier itself to do so. We reserve the right to require you to pay to us our then-current fee for evaluation and testing. You ~~shall~~will not purchase or lease from any supplier until and unless such supplier has been approved in writing by us. We ~~shall~~will have the right to require that our representatives be permitted to inspect the proposed supplier's facilities, and that samples from the supplier be delivered, either to us or to an independent laboratory designated by us, for testing. We reserve the right, at our option, to re-inspect from time to time the facilities and products of any such approved supplier and to revoke our approval upon the supplier's failure to continue to meet any of our then-current criteria. Nothing herein ~~shall~~will be construed to require us to approve any particular supplier.

## 7.5 Operation of Shop in Compliance with Our Standards

To ensure that the highest degree of quality and service is maintained, you ~~shall~~will operate the your Shop in strict conformity with ~~such of~~ our methods, standards and specifications set forth in the Manuals and as may from time to time otherwise be prescribed in writing. In particular, you also agree:

7.5.1 To sell or offer for sale all menu items, products and services required by us and in the method, manner and style of distribution prescribed by us, including, but not limited to, dine-in, catering, and take-out, only as expressly authorized by us in writing in the Manuals or otherwise in writing.

7.5.2 To sell and offer for sale only the menu items, products and services that have been expressly approved for sale in writing by us; to refrain from deviating from our standards and specifications without our prior written consent; and to discontinue selling and offering for sale any menu items, products or services which we may, in our sole discretion, disapprove in writing at any time.

7.5.3 To maintain in sufficient supply and to use and sell at all times only such food and beverage items, ingredients, products, materials, supplies and paper goods that conform to our standards and specifications; to prepare all menu items in accordance with our recipes and

procedures for preparation contained in the Manuals or other written directives, including, but not limited to, the prescribed measurements of ingredients; and to refrain from deviating from our standards and specifications by the use or offer of non-conforming items or differing amounts of any items, without our prior written consent.

7.5.4 To permit us or our agents, during normal business hours, to remove a reasonable number of samples of food or non-food items from your inventory or from ~~the~~your Shop, without payment therefor, in amounts reasonably necessary for testing by us or an independent laboratory to determine whether such samples meet our then-current standards and specifications. In addition to any other remedies we may have under this Agreement, we may require you to bear the cost of such testing if the supplier of the item has not previously been approved by us or if the sample fails to conform with our reasonable specifications.

7.5.5 To purchase or lease and install, at your expense, all fixtures, furnishings, equipment (including point of sale and computer hardware and software systems), décor items, signs, and related items as we may reasonably direct from time to time in the Manuals or otherwise in writing; and to refrain from installing or permitting to be installed on or about ~~the~~your Shop premises, without our prior written consent, any fixtures, furnishings, equipment, delivery vehicles, décor items, signs, games, vending machines or other items not previously approved as meeting our standards and specifications. If any of the property described above is leased by you from a third party, such lease ~~shall~~will be approved by us, in writing, prior to execution. Our approval ~~shall~~will be conditioned upon such lease containing a provision which permits any interest of yours in the lease to be assigned to us upon the termination or expiration of this Agreement and which prohibits the lessor from imposing an assignment or related fee upon us in connection with such assignment.

7.5.6 To grant us and our agents the right to enter upon ~~the~~your Shop premises, during normal business hours, for the purpose of conducting inspections; to cooperate with our representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from us or our agents and without limiting our other rights under this Agreement, to take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. Should you, for any reason, fail to correct such deficiencies within a reasonable time as determined by us, we ~~shall~~will have the right and authority (without, however, any obligation to do so) to correct such deficiencies and charge you a reasonable fee plus our expenses in so acting, payable by you immediately upon demand.

7.5.7 To maintain a competent, conscientious, trained staff and to take such steps as are necessary to ensure that your employees preserve good customer relations and comply with such dress code as we may reasonably prescribe from time to time.

7.5.8 To install and maintain equipment and a telecommunications line or high speed internet access in accordance with our specifications to permit us to access and retrieve electronically any information stored on a point of sale system (or other computer hardware and software) you are required to utilize at ~~the~~your Shop premises as specified in the Manuals, thereby permitting us to inspect and monitor electronically information concerning your Shop, Gross Sales and such other information as may be contained or stored in such equipment and software. It ~~shall~~will be a material default under this Agreement if you fail to maintain such equipment, lines and communication methods in operation and accessible to us at all times throughout the ~~Term of this~~

~~Agreement.~~ We ~~shall~~will have access as provided herein at such times and in such manner as we ~~shall~~will from time to time specify.

7.5.9 To honor all credit, charge, courtesy or cash cards or other credit devices required or approved by us. You must obtain our written approval prior to honoring any previously unapproved credit, charge, courtesy or cash cards or other credit devices.

7.5.10 To sell or otherwise issue gift cards or certificates (together "Gift Cards") that have been prepared utilizing the standard form of Gift Card provided or designated by us, and only in the manner specified by us in the Manuals or otherwise in writing. You ~~shall~~will fully honor all Gift Cards that are in the form provided or approved by us regardless of whether a Gift Card was issued by you or another Pokemoto Shop. You ~~shall~~will sell, issue, and redeem (without any offset against any Royalty Fees) Gift Cards in accordance with procedures and policies specified by us in the Manuals or otherwise in writing, including those relating to procedures by which you ~~shall~~will request reimbursement for Gift Cards issued by other Pokemoto Shops and for making timely payment to us, other operators of Pokemoto Shops, or a third-party service provider for Gift Cards issued from ~~the~~your Shop that are honored by us or other Pokemoto Shop operators.

## **7.6 Proprietary Products**

~~You acknowledge and agree that we have developed, and may continue to develop, for use in the System certain products which are prepared from confidential proprietary recipes, which constitute Confidential Information and are our trade secrets, and other proprietary products bearing the Marks. Because of the importance of quality and uniformity of production and the significance of such products in the System, it is to the mutual benefit of the parties that we closely control the production and distribution of such products. Accordingly, you agree that if such products become a part of the System, you shall use only our secret recipes and proprietary products and shall purchase all of your requirements for such products solely from us or from a source designated by us. You further agree to purchase from us or our designated supplier for resale to your customers certain merchandise identifying the System as we shall require, such as logoed merchandise, memorabilia and promotional products, in amounts sufficient to satisfy your customer demand.~~

## **7.7.6 Advertising and Promotional Materials**

You ~~shall~~will require all advertising and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery used in ~~the~~your Shop), and other items which may be designated by us to bear the Marks in the form, color, location and manner prescribed by us, including, ~~without limitation,~~ notations about the ownership of the Marks.

## **7.87.7 Complaints**

You ~~shall~~will process and handle all consumer complaints connected with or relating to ~~the~~your Shop, and ~~shall~~will promptly notify us by telephone and in writing of all of the following complaints: (i) food related illnesses, (ii) environmental, safety or health violations, (iii) claims exceeding Five Hundred Dollars (\$500.00), and (iv) any other material claims against or losses suffered by you. You ~~shall~~will maintain for our inspection any governmental or trade association inspection reports affecting ~~the~~your Shop or equipment located in ~~the~~your Shop during the ~~the~~Term of this Agreement and for thirty (30) days after the expiration or earlier termination hereof.

### **7.97.8 Power of Attorney for Telephone Listings, etc.**

~~Upon the execution of this Agreement or at any time thereafter, you shall, at our option, execute such forms and documents as we deem necessary to appoint us as your true and lawful attorney-in-fact with full power and authority for the sole purpose of assigning to us only upon the termination or expiration of this Agreement, as required under Section 17.15: (i) all rights to the telephone numbers of the Shop and any related and other business listings; and (ii) Internet listings, domain names, Internet Accounts, advertising on the Internet or World Wide Web, websites, listings with search engines, e-mail addresses or any other similar listing or usages related to the Franchised Business. You agree that you have no authority to and shall not establish any website or listing on the Internet or World Wide Web without our express written consent, which consent may be denied without reason.~~

You agree that each telephone or facsimile number, directory listing, and any other type of contact information used by or that identifies or is associated with your Shop (any "Contact Identifiers") will be used solely to identify your Shop in accordance with this Agreement. You acknowledge and agree that, as between us and you, we have the sole rights to, and interest in, all Contact Identifiers. You hereby authorize us and irrevocably appoint us or our designee as your attorney-in-fact to direct the telephone company, postal service, registrar, internet service provider and all listing agencies to transfer such Contact Identifiers to us.

### **7.107.9 Power of Attorney for Taxes**

~~Upon execution of this Agreement or at any time thereafter, you shall, at our option, execute such forms and documents as we deem necessary to~~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 ~~relating to the Franchised Business~~pertaining to your Shop. This power of attorney will survive the expiration or termination of this Agreement.

### **7.117.10 Unapproved Products and Services**

In the event you sell any food, beverage, products, novelty items, clothing, souvenirs or perform any services that we have not prescribed, approved or authorized, you ~~shall~~will, immediately upon notice from us: (i) cease and desist offering or providing the unauthorized or unapproved food, beverage, product, premium, novelty item, clothing, souvenir or from performing such services and (ii) pay to us, on demand, a prohibited product or service fine equal to Two Hundred Fifty Dollars (\$250) per day for each day such unauthorized or unapproved food, beverage, product, premium, novelty item, clothing, souvenir or service is offered or provided by you after written notice from us. The prohibited product or service fine ~~shall~~will be in addition to all other remedies available to us under this Agreement or at law.

### **7.127.11 Customer Surveys**

You ~~shall~~will participate in all customer surveys and satisfaction audits, which may require that you provide discounted or complimentary products, provided that such discounted or complimentary sales ~~shall~~will not be included in the Gross Sales of ~~the~~your Shop. Additionally, you ~~shall~~will participate in any complaint resolution and other programs as we may reasonably establish for the System, which programs may include, ~~without limitation,~~ providing discounts or refunds to customers.

## ~~7.13~~7.12 Pricing

Unless prohibited by applicable law, we may periodically set a maximum or minimum price that you may charge for products and services offered at your Shop. If we impose such a maximum or minimum price for any product or service, you may charge any price for the product or service up to and including our designated maximum price or down to and including our designated minimum price. The designated maximum and minimum prices for the same product or service may, at our option, be the same or may differ across all [Pokemoto](#) Shops. For any product or service for which we do not impose a maximum or minimum price, we may require you to comply with an advertising policy adopted by us which will prohibit you from advertising any price for a product or service that is different than our suggested retail price. Although you must comply with any advertising policy we adopt, you will not be prohibited from selling any product or service at a price above or below the suggested retail price unless we impose a maximum price or minimum price for such product or service.

## ARTICLE 8 ADVERTISING AND RELATED FEES

Recognizing the value of advertising and the importance of the standardization of advertising programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

### 8.1 Participation in Advertising

We may from time to time develop and create advertising and sales promotion programs designed to promote and enhance the collective success of all [Pokemoto](#) Shops operating under the System. You ~~shall~~will participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by us for each program. In all aspects of these programs, including, ~~without limitation,~~ the type, quantity, timing, placement and choice of media, market areas and advertising agencies, the standards and specifications established by us ~~shall~~will be final and binding upon you.

### 8.2 Local Advertising

In addition to the ongoing advertising contributions set forth herein you ~~shall~~will spend, throughout the ~~Term of this Agreement,~~ not less than one percent (1%) of Gross Sales each week on advertising for ~~the~~your Shop in the area covering a 5-mile radius from your Shop (“Local Advertising”). You ~~shall~~will submit to us, within thirty (30) days of our request, advertising expenditure reports accurately reflecting your Local Advertising expenditures, including verification copies of all advertising and any other information that we require. ~~We may also periodically require you to conduct certain~~Your Local ~~a~~Advertising ~~that~~must meet our guidelines, ~~and/or participate in advertising programs we have established for the System.~~

### 8.3 Brand Development Fund

We ~~reserve the right to establish and administer a brand development~~have established the ~~Fund~~ for the purpose of advertising the System on a regional or national basis ~~(the “Fund”).~~ You agree to contribute to the Fund as described in Section 4.3 above. You agree that the Fund ~~shall~~will be maintained and administered by us or our designee as follows:

8.3.1 We shall will direct all advertising programs and shall will have sole discretion to approve or disapprove the creative concepts, materials and media used in such programs and the placement and allocation thereof. You agree and acknowledge that the Fund is intended to maximize general public recognition and acceptance of the Marks and enhance the collective success of all Pokemoto Shops operating under the System. In administering the Fund, we and our designees undertake no obligation to make expenditures for you which are equivalent or proportionate to your contribution or to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising. We shall will be entitled to reimbursement from the Fund for our reasonable expenses in managing the Fund.

8.3.2 You agree that the Fund may be used to satisfy any and all costs of maintaining, administering, directing and preparing advertising (including, ~~without limitation,~~ the cost of preparing and conducting television, radio, magazine, newspaper and internet-based advertising campaigns; direct mail and outdoor billboard advertising; public relations activities; social media initiatives; employing advertising agencies to assist therein; development and maintenance of our website; and costs of our personnel and other departmental costs for advertising that is internally administered or prepared by us). All sums paid by you to the Fund shall will be maintained in a separate account by us and may be used to defray our expenses, if any, as we may incur in activities reasonably related to the administration or direction of the Fund and advertising programs for franchisees and the System. The Fund and its earnings shall will not otherwise inure to our benefit. The Fund is operated solely as a conduit for collecting and expending the Brand Development Fees as outlined above.

8.3.3 A statement of the operations of the Fund shall will be prepared annually by us and shall will be made available to you upon request. This statement of operations may be unaudited.

8.3.4 Any monies remaining in the Fund at the end of any year will carry over to the next year. Although the Fund is intended to be of perpetual duration, we may terminate the Fund. The Fund shall will not be terminated, however, until all monies in the Fund have been expended for advertising or promotional purposes or returned to contributing Franchised Businesses or those operated by us, without interest, on the basis of their respective contributions.

8.3.5 If we elect to terminate the Fund, we may, in our sole discretion, reinstate the Fund at any time. If we so choose to reinstate the Fund, said reinstated Fund shall will be operated as described herein.

#### **8.4 Conduct of Advertising; Our Approval**

All advertising and promotion by you in any medium shall will be conducted in a professional manner and shall will conform to our standards and requirements as set forth in the Manuals or otherwise. You shall will obtain our approval of all advertising and promotional plans and materials prior to use if such plans and materials have not been prepared by us or previously approved by us during the twelve (12) months prior to their proposed use. You shall will submit such unapproved plans and materials to us, and we shall will have fifteen (15) days to notify you of our approval or disapproval of such materials. If we do not provide our specific approval of the proposed materials within this fifteen (15) day period, the proposed materials are deemed to be not approved. Any plans and materials that you submit to us for our review will become our property and there will be no restriction on our use or dissemination of such materials. You shall will not advertise or use the

Marks in any fashion on the Internet, World Wide Web or via other means of advertising through telecommunication without our express written consent.

We reserve the right to require you to include certain language on all advertising to be used locally by you or to be used by a Cooperative, including, but not limited to, “Franchises Available” and reference to our telephone number and/or website.

## 8.5 Grand Opening Advertising

We ~~recommend, but do not require,~~ that you conduct an advertising campaign announcing the grand opening of your Shop. ~~If you choose to conduct~~ You must receive our prior written approval of your grand opening advertising, we must approve of your advertising campaign before you ~~begin to implement it.~~ You must spend at least such amount that we designate on your grand opening campaign. You agree that we may designate different minimum grand opening marketing spend for different Pokemoto Shops depending on their location, demographics of the Approved Location, etc.

## 8.6 Websites

As used in this Agreement, the term “Website” means any domain name, webpage, website, software account or app, or similar electronic, virtual, digital platform, software, or presence that refers to the Pokemoto Shop, Marks, us, or the System. In connection with any Website, you agree to the following:

8.6.1 We ~~shall~~will have the right, but not the obligation, to establish and maintain a Website, which may, ~~without limitation,~~ promote the Marks, Pokemoto Shops and any or all of the products offered at Pokemoto Shops, the franchising of Pokemoto Shops, and/or the System. We ~~shall~~will 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~~will also have the right to discontinue operation of the Website.

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

8.6.3 You may not establish a Website related to the Marks or the System, nor may you offer, promote, or sell any products or services, or make any use of the Marks, through any Website without our prior written approval (which we ~~shall~~will not be obligated to provide). If you are approved to establish a Website, we may periodically establish standards and specifications with respect to the creation, maintenance and content of any such that we deem appropriate for any Website, including a requirement that your only presence on the Internet will be through one or more web pages that we establish on our Website. You specifically acknowledge and agree that any such Website owned or maintained by you or for your benefit ~~shall~~will be deemed “advertising” under this Agreement, and will be subject to (among other things) our approval under this Article 8.

8.6.4 You are not permitted to promote your ~~Franchised Business~~Shop or use any of the Marks in any manner on any social or networking websites, ~~such as Facebook, Instagram, FourSquare, LinkedIn or Twitter,~~ without our prior written consent. We will control all social media

initiatives. You must comply with our ~~System~~ standards and specifications regarding the use of social media in your ~~Franchised Business's~~ Shop's operation, including prohibitions on your and ~~the Franchised Business's~~ your Shop's employees posting or blogging comments about ~~the Franchised Business~~ your Shop or the System, other than on a Website established or authorized by us ("social media" includes personal blogs, social and professional networks, live-blogging tools, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools).

## 8.7 Advisory Councils

We may, in our discretion, form an advisory council to work with us to improve the System, the products offered by Pokemoto Shops, advertising conducted by the Fund, and any other matters that we deem appropriate. Members of the advisory council will include our representatives and franchisee representatives. Franchisee representatives may be chosen by us or may be elected to the council by other franchisees in the System. If an advisory council is formed, it will act solely in an advisory capacity, and will not have decision making authority. We will have the right to form, change, merge or dissolve any advisory council. If you participate in the council, you will pay any costs related to your involvement, such as expenses you may incur to attend council meetings.

## ARTICLE 9 MARKS

### 9.1 Use of Marks

We grant you the right to use the Marks during the ~~Term of this Agreement~~ in accordance with the System and related standards and specifications.

### 9.2 Ownership of Marks; Limited License

You expressly understand and acknowledge that:

9.2.1 We are the owner or the licensee of the owner of all right, title and interest in and to the Marks, the System, and the goodwill associated with and symbolized by them. This Agreement grants you a limited license to use the Marks and System.

9.2.2 Neither you nor any Controlling of your Principals ~~shall~~ or designees will take any action that would prejudice or interfere with the validity of our rights with respect to the Marks or System. Nothing in this Agreement ~~shall~~ will give the you any right, title, or interest in or to any of the Marks, the System, or any service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Marks and the System in accordance with the terms and conditions of this Agreement for the operation of ~~the~~ your Shop and only at or from its ~~accepted~~ Approved ~~L~~ocation or in approved advertising related to ~~the~~ your Shop.

9.2.3 You understand and agree that the limited license to use the Marks and System granted hereby applies only to such Marks and components of the System as are designated by us, and which are not subsequently designated by us as being withdrawn from use, together with those which may hereafter be designated by us in writing. You expressly understand and agree that you are bound not to represent in any manner that you have acquired any ownership or equitable rights in any of the Marks or the System by virtue of the limited license granted hereunder, or by virtue of your use of any of the Marks or the System.

9.2.4 You understand and agree that any and all goodwill arising from your use of the Marks and the System ~~shall~~will inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount ~~shall~~will be assigned as attributable to any goodwill associated with your use of the Marks.

9.2.5 You ~~shall~~will not contest the validity of or our interest in the Marks or the System, or assist others to contest the validity of or our interest in the Marks or the System.

9.2.6 You acknowledge that any unauthorized use of the Marks or the System ~~shall~~will constitute an infringement of our intellectual property rights and a material event of default hereunder. You agree that you ~~shall~~will provide us with all assignments, affidavits, documents, information and assistance we reasonably request to fully vest in us all such rights, title and interest in and to the Marks and the System, including all such items as are reasonably requested by us to register, maintain and enforce such rights in the Marks and the System.

9.2.7 If it becomes advisable at any time, in our discretion, to modify or discontinue use of any Mark to identify the System, and/or to adopt or use one or more additional or substitute proprietary marks, then you ~~shall~~will be obligated to comply with any such instruction by us. We ~~shall~~will not have any obligation in such event to reimburse you for your documented expenses of compliance. You waive any other claim arising from or relating to any Mark change, modification or substitution. We will not be liable to you for any expenses, losses or damages sustained by you as a result of any Mark addition, modification, substitution or discontinuation. You covenant not to commence or join in any litigation or other proceeding against us for any of these expenses, losses or damages.

### 9.3 Limitation on Use of Marks

With respect to your licensed use of the Marks pursuant to this Agreement, you further agree that:

9.3.1 Unless otherwise authorized or required by us, you ~~shall~~will operate and advertise ~~the~~your Shop only under the name “Pokemoto, ~~Hawaiian Poke~~”, or any part thereof, without prefix or suffix. You ~~shall~~will not use the Marks as part of your corporate or other legal name, and ~~shall~~will obtain our approval of such corporate or other legal name prior to filing it with the applicable state authority.

9.3.2 During the ~~Term of this Agreement~~ and any renewal hereof, you ~~shall~~will identify yourself as the independent owner of ~~the~~your Shop in conjunction with any use of the Marks, including, but not limited to, uses on invoices, order forms, receipts and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of ~~the~~your Shop as we may designate in writing.

9.3.3 You ~~shall~~will not use the Marks to incur any obligation or indebtedness on our behalf;

9.3.4 You ~~shall~~will not use the Marks in advertising any Restricted Transfer (as defined in Section 14.2.1) that would require our approval under Section 14.

9.3.5 You ~~shall~~will comply with our instructions in filing and maintaining the requisite trade name or fictitious name registrations, and ~~shall~~will execute any documents deemed necessary by us or our counsel to obtain protection of the Marks or to maintain their continued validity and enforceability.

9.3.6 You must obtain our prior written approval before using the Marks to advertise, support, or endorse any organizations, brands, products, or services.

#### **9.4 Notification of Infringement or Claim**

You ~~shall~~will notify us immediately by telephone and thereafter in writing of any apparent infringement of or challenge to your use of any Mark or the System, of any claim by any person of any rights in any Mark or the System, and you and ~~the Controlling your~~ Principals ~~shall~~will not communicate with any person other than us, our counsel and your ~~and your Principals'~~ counsel in connection with any such infringement, challenge or claim. We ~~shall~~will have complete discretion to take such action as we deem appropriate in connection with the foregoing, and the right to control exclusively, any settlement, litigation or Patent and Trademark Office or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Mark or the System. You agree to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in our opinion, reasonably be necessary or advisable to protect and maintain our interests in any litigation or other proceeding or to otherwise protect and maintain the interests of us or any other interested party in the Marks or the System. We will indemnify you and hold you harmless from and against any and all claims, liabilities, costs, damages and reasonable expenses for which you are held liable in any proceeding arising out of your use of any of the Marks (including settlement amounts), provided that the ~~conduct of you and the Controlling your~~ Principals ~~with respect to such proceeding and use of the Marks is~~are in full compliance with the terms of this Agreement.

#### **9.5 Retention of Rights by Us**

~~The right and license of the Marks and the System granted hereunder to you is non-exclusive and we thus have and retain the following rights, among others, subject only to the limitations of Article 1:~~

~~9.5.1 To grant other licenses for use of the Marks and the System, in addition to those licenses already granted to existing franchisees;~~

~~9.5.2 To develop and establish other systems using the Marks or other names or marks and to grant licenses thereto without providing any rights to you; and~~

~~9.5.3 To engage, directly or indirectly, through our employees, representatives, licensees, assigns, agents and others, at wholesale, retail or otherwise, in (a) the production, distribution, license and sale of products and services, and (b) the use in connection with such production, distribution and sale, of the Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or used from time to time by us.~~

### **ARTICLE 10 CONFIDENTIALITY AND NON-COMPETITION COVENANTS**

#### **10.1 Confidential Operations Manuals**

10.1.1 To protect our reputation and goodwill and to maintain high standards of operation under the Marks, you ~~shall~~will conduct your business in accordance with the Manuals, other written directives which we may reasonably issue to you from time to time whether or not such directives are included in the Manuals, and any other manuals and materials created or approved for

use in the operation of the Franchised Business. The Manuals, any of our written directives, and any other manuals and materials, and the information contained therein constitute our Confidential Information and trade secrets subject to Article 10 (as defined in Section 10.2).

10.1.2 We may from time to time revise the contents of the Manuals and the contents of any other manuals and materials created or approved for use in the operation of the Franchised Business. ~~You shall remove and return to us all pages of the Manual that have been replaced or updated by us, if we provide the Manual to you in hard copy format~~ Pokemoto Shops. You expressly agree to comply with each new or changed standard. ~~You shall at all times ensure that the Manuals are kept current and up to date. In the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by us at our headquarters shall control.~~

## 10.2 Confidential Information

10.2.1 In connection with your franchise, you and your Principals and other personnel may from time to time be provided and/or have access to non-public information about the System and the operation of Pokemoto Shops (the “Confidential Information”), including: (1) training programs and Manuals; (2) market research and marketing strategies, including expansion strategies and targeted demographics; (4) specifications for and suppliers of equipment, inventory, supplies and other products and services, including pricing, supply chain management methods, and terms of sale; (5) any software or technology which is proprietary to us or the System, including digital passwords and identifications and any source code of, and data and reports generated by the software or similar technology; (6) the operating results and financial performance of Pokemoto Shops, including your Shop; (7) customer information, such as customer names, addresses, telephone numbers, e-mail addresses, buying habits, preferences, demographic information and related information, and any other information contained from time to time in the Computer System; and (8) any other information designated as confidential or proprietary by us. Confidential Information does not include information, knowledge or know-how which is lawfully known to the public without violation of applicable law or an obligation to us or our affiliates. Our Confidential Information does not include any Restricted Data (as defined in Section 20.3).

10.2.2 Neither you nor ~~any Controlling Principal shall~~ anyone on your behalf, will during or after the ~~Term of this Agreement~~, communicate, divulge or use for the benefit of any other person, persons, partnership, association or corporation any Confidential Information. You ~~and the Controlling Principals shall~~ will divulge such Confidential Information only to such personnel of your ~~employees as Shop who~~ must have access to it in order to operate the your Shop in accordance with this Agreement. Neither you nor ~~the Controlling Principals shall~~ anyone on your behalf will at any time, without our prior written consent, copy, duplicate, record or otherwise reproduce any Confidential Information, in whole or in part, nor otherwise make any Confidential Information available to any unauthorized person. You must adopt ~~and~~ implement reasonable procedures, and maintain administrative, physical and technical safeguards to prevent unauthorized use or disclosure of our Confidential Information, including by establishing reasonable security and access measures and restricting its disclosure to key personnel and/or by requiring persons who have access to such Confidential Information to be bound by contractual obligations to protect such Confidential Information and preserve our rights and controls in such Confidential Information, in each case that are no less protective or beneficial to us than the terms of this Agreement. The covenants in this Section ~~shall~~ will survive the expiration, termination or transfer of this Agreement or any interest herein and ~~shall~~ will be perpetually binding upon you and each of ~~the Controlling~~ your Principals.

10.2.3 All our Confidential Information will be owned by us or our affiliates and licensors, as applicable. You acknowledge and agree that: (i) you will not acquire any interest in any of our Confidential Information, other than the right to use it as we specify in operating your Shop under this Agreement, and (ii) that our Confidential Information is our proprietary, includes our trade secrets, and is disclosed to you only on the condition that you will protect it.

~~10.2.4 You shall require and obtain the execution of covenants similar to those set forth in Section 10.2.1 from your General Manager and all other of your personnel who have received or will have access to Confidential Information. Such covenants shall be substantially in the form set forth in Attachment D. All of your Principals not required to sign this Agreement as a Controlling Principal also must execute such covenants.~~

~~10.2.5~~ 10.2.4 If you, ~~the Controlling~~your Principals, the General Manager or any of your employees develop any new concept, process, product, recipe, or improvement in the operation or promotion of ~~the~~your Shop, you are required to promptly notify us and provide us with all necessary related information, without compensation. You ~~and the Controlling Principals~~ acknowledge that any such concept, process product, recipe, or improvement will become our ~~property, and we may use or disclose such information to other franchisees as we determine to be appropriate.~~sole and exclusive property, part of the System, and works made-for-hire for us. To the extent that any item does not qualify as a “work made-for-hire” for us, you hereby waive all moral rights in that item, assign ownership of that item, and all related rights to that item, to us and agree to take whatever action (including signing assignment or other documents) we request to evidence our ownership or to help us obtain intellectual property rights in the item.

10.2.5 During and after the Term you will, and will cause each of your respective current and former officers, directors, employees, representatives, affiliates, Principals (and their respective immediate family members), successors, and assigns to (i) process, retain, use, collect, and disclose our Confidential Information strictly to the limited extent, and in such a manner, as necessary for the development and operation of your Shop in accordance with this Agreement, and not for any other purpose of any kind; and (ii) process, retain, use, collect, and disclose our Confidential Information strictly in accordance with the privacy policies and standards and specifications we establish from time to time, and our and our representative’s instructions.

10.2.6 We may require you to return or destroy anyour Confidential Information at any time. Additionally, you must return or destroy, as we direct, any and all Confidential Information upon termination or expiration of this Agreement.

### 10.3 Non-Competition

~~10.3.1 You and the Controlling Principals specifically acknowledge that, pursuant to this Agreement, you and the Controlling Principals will receive valuable training, trade secrets and Confidential Information, which are beyond the present skills and experience of you and the Controlling Principals and your managers and employees. You and the Controlling Principals acknowledge that such specialized training, trade secrets and Confidential Information provide a competitive advantage and will be valuable to them in the development and operation of the Shop, and that gaining access to such specialized training, trade secrets and Confidential Information is, therefore, a primary reason why they are entering into this Agreement. In consideration for such specialized training, trade secrets and Confidential Information, you and the Controlling Principals covenant that with respect to you, during the term of this Agreement (or with respect to each of the Controlling Principals, during the term of this Agreement for so long as such individual or entity satisfies the definition of “Controlling Principals” as described in Section 19.17 of this Agreement), neither you nor any of the Controlling Principals shall,~~

~~either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person(s), partnership or corporation:~~

10.3.1 You acknowledge that we have granted you a franchise in consideration of and reliance on your agreement to deal exclusively with us. During the Term, you (and if you are not a natural person, each of your Principals) therefore agree not to, and to cause each of your respective spouses, immediate family members, affiliates, successors, and assigns not to, directly or indirectly:

~~(a) Divert, or attempt to divert, any business or customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.~~

(a) have any interest as an owner (whether of record, beneficially, or otherwise), investor, partner, director, officer, employee, consultant, lessor, representative, or agent in any Competitive Business (as defined below), wherever located or operating (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 subparagraph);

(b) perform services or act as a director, officer, manager, employee, consultant, lessor, representative, or agent for a Competitive Business, wherever located or operating;

(c) divert or attempt to divert any actual or potential business or customer of any Pokemoto Shop to a Competitive Business; or

(d) solicit, interfere, or attempt to interfere with our or our affiliates' relationships with any franchisees, lenders, suppliers, or consultants.

~~(b) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any business located within the United States, its territories, states or commonwealths, or any other country, province, state or geographic area in which we have used, sought registration of or registered the same or similar Marks or operates or licenses others to operate a business under the same or similar Marks, which business is of a character and concept similar to the Shop, including a food service business which offers and sells the same or substantially similar food products (a "Competitive Business").~~

A "Competitive Business" means any business (excluding any Pokemoto Shops operated under a franchise agreement with us or our affiliate) operating or granting franchises or licenses to others to operate any restaurant or food service business that (i) offers products or services substantially similar to those offered by Pokemoto Shops; or (ii) derives at least 20% of its revenue from sale of poke dishes and boba tea.

~~10.3.2 With respect to you, and for a continuous uninterrupted period commencing upon the expiration, termination of, or transfer of all of your interest in, this Agreement (or, with respect to each of the Controlling Principals, commencing upon the earlier of: (i) the expiration, termination of, or transfer of all of your interest in, this Agreement or (ii) the time such individual or entity ceases to satisfy the definition of "Controlling Principals" as described in Section 19.17 of this Agreement) and continuing for two (2) years thereafter, except as otherwise approved in our sole and absolute discretion, neither you, nor any of the Controlling Principals shall, directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, persons, partnership, or corporation:~~

10.3.2 For two (2) years beginning on the effective date of termination or expiration of this Agreement, you (and if you are not a natural person, each of your Principals) agree not to, and to cause each of your respective spouses, immediate family members, affiliates, successors, and assigns not to, directly or indirectly:

~~(a) Divert, or attempt to divert, any business or customer of the Franchised Business hereunder to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.~~

(a) have any direct or indirect interest as an owner (whether of record, beneficially, or otherwise), investor, partner, director, officer, employee, consultant, lessor, representative, or agent in any Competitive Business located or operating at the Approved Location of your Shop, or within a twenty (20) mile radius of the location of any Pokemoto Shop in the System; or

~~(b) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to any divert or attempt to divert any actual or potential business or customer of any Pokemoto Shop to a Competitive Business, which business is, or is intended to be, located within a twenty (20) mile radius of the location of any Shop in the System.; or~~

(c) solicit, interfere, or attempt to interfere with our or our affiliates' relationships with any franchisees, lenders, suppliers, or consultants.

If any person restricted by this Section 10.3.2 fails to comply with these obligations as of the date of termination or expiration, the two (2) year restricted period for that person will commence on the date the person begins to comply with this Section 10.3.2, which may be the date a court order is entered enforcing this provision.

The restrictions in this Section 10.3.3 will also apply after any transfer, to the transferor and its owners, for a period of two (2) years beginning on the effective date of the transfer, with the force and effect as though this Agreement had been terminated for such parties as of such date.

10.3.3 The parties acknowledge and agree 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 our goodwill or other business interests. The parties agree that each of the covenants herein ~~shall~~will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which we are a party, you and the ~~Controlling~~ Principals expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section.

~~(a) You and the Controlling Principals understand and acknowledge that we shall have the right, in our sole and absolute discretion, to reduce the scope of any covenant set forth in this Section 10.3, or any portion thereof, without their consent, effective immediately upon notice to you;~~

~~and you and the Controlling Principals agree that they shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 19.2 hereof.~~

10.3.4 Subject to applicable laws, you agree to obtain similar covenants and covenants of confidentiality from your personnel as we specify, including officers, directors, managers, and other employees attending our training program or having access to Confidential Information. We have the right to regulate the form of agreement that you use and to be a third-party beneficiary of that agreement with independent enforcement rights.

~~(b) You and the Controlling Principals expressly agree that the existence of any claims they may have against us, whether or not arising from this Agreement, shall not constitute a defense to our enforcement of the covenants in this Section.~~

~~(c) Sections 10.3.1(b) and 10.3.2(c) shall not apply to ownership of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly held corporation.~~

~~10.3.4 You shall require and obtain execution of covenants similar to those set forth in this Section 10.3 (including covenants applicable upon the termination of a person's employment with you) from your General Manager and all other of your personnel who have received or will have access to training from us. Such covenants shall be substantially in the form set forth in Attachment D. All of your Principals not required to sign this Agreement as a Controlling Principal also must execute such covenants. Notwithstanding the foregoing, we reserve the right, in our sole discretion, to decrease the period of time or geographic scope of the non-competition covenant set forth in Attachment D or eliminate such non-competition covenant altogether for any party that is required to execute such agreement under this Section 10.3.4.~~

#### **10.4 Non-Disparagement**

During and after the ~~Term of this Agreement~~, you (and your Controlling if you are not a natural person, each of your Principals) agree not to, ~~for themselves or through, on behalf of or in conjunction with any person(s), partnership or corporation~~ and to cause your respective current and former spouses, immediate family members, owners, officers, directors, employees, representatives, affiliates, successors and assigns not to: (i) disparage or otherwise speak or write negatively, directly or indirectly, of us, our affiliates, any of our or our affiliates' directors, officers, employees, representatives or affiliates, the "Pokemoto" brand, the System, any Pokemoto Shop, any business using the Marks, or any other brand concept operated or franchised by us or our affiliates; ~~and/or~~ (ii) take any other action which would, directly or indirectly, subject any of the foregoing to ridicule, scandal, reproach, scorn, or indignity, or which would negatively impact or injure the goodwill of the System or the Marks; or (iii) take any other action which would constitute an act of moral turpitude and/or is or could reasonably become the subject of public scandal, disrepute, or infamy.

#### **10.5 Failure to Comply**

You ~~and the Controlling Principals~~ acknowledge that any failure by you, your Principals, or their respective family members to comply with the requirements of this Section ~~shall~~ will constitute a material event of default under Article 17 hereof. ~~You and the Controlling Principals acknowledge that a~~ Any violation of the terms of this ~~Section~~ Article 10 would result in irreparable injury to us for which no adequate remedy at law may be available, ~~and you and the Controlling Principals accordingly consent to the issuance of an injunction prohibiting any conduct by you or the Controlling Principals in violation of the terms of this Section. You and the Controlling Principals.~~ You agree that we may obtain such injunctive relief in addition to such further or other relief as may be available at law or in equity. You agree that we will not be required to post a bond to obtain injunctive relief and 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). You agree to pay all court costs and reasonable attorneys' fees incurred by us in connection with the enforcement of ~~this Section~~ Article 10, including payment of all costs and expenses for obtaining specific performance of, or an injunction against violation of, the requirements of ~~such Section~~ Article 10.

## **ARTICLE 11** **BOOKS AND RECORDS**

### **11.1 Books and Records**

You ~~shall~~will maintain during the ~~Term of this Agreement~~, and ~~shall~~will preserve for at least three (3) years from the dates of their preparation, full, complete and accurate books, records and accounts, including, but not limited to, sales slips, coupons, purchase orders, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals and ledgers, records of EFT transactions, and backup or archived records of information maintained on any computer system in accordance with generally accepted accounting principles and in the form and manner prescribed by us from time to time in the Manuals or otherwise in writing.

### **11.2 Reports**

In addition to the Royalty Report required by Section 4.2 hereof, you ~~shall~~will comply with the following reporting obligations:

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

11.2.2 You ~~shall~~will, at your expense, provide to us a complete annual financial statement (which ~~shall~~will 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 11.3; and

11.2.3 You ~~shall~~will 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~~your Shop, in the form and at the times and places reasonably required by us, upon request and as specified from time to time in writing.

### **11.3 Inspections; Audits**

We or our designees ~~shall~~will 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~~your Shop. You ~~shall~~will make such books and records available to us or our designees immediately upon request. If any required Royalty Fee, Brand Development Fee 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~~will immediately pay to us the amount overdue or understated upon demand with interest determined in accordance with the provisions of Section ~~4.54.6~~. If an inspection discloses an understatement in any report of two percent (2%) or more, you ~~shall~~will, in addition, reimburse us for all costs and expenses connected with the inspection (including, ~~without limitation,~~ reasonable accounting and attorneys' fees). These remedies ~~shall~~will be in addition to any other remedies we may have at law or in equity.

#### 11.4 Correction of Errors

You understand and agree that our receipt or acceptance of any of the statements furnished or Royalty Fees paid to us (or the cashing of any royalty checks or processing of any EFTs) ~~shall~~will 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~~will immediately be rectified by you and the appropriate payment ~~shall~~will be made by you.

#### 11.5 Authorization of Us

You hereby authorize (and agree to execute any other documents deemed necessary to effect 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~~your Shop. 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.

#### ~~11.6 We are Attorney-in-Fact~~

~~Notwithstanding any forms and documents which may have been executed by you under Section 7.10, 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.~~

### ARTICLE 12 INSURANCE

12.1 You ~~shall~~will procure and ~~shall~~will 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~~your Shop.

12.2 Such policy or policies ~~shall~~will be written by a responsible, duly licensed carrier or carriers reasonably acceptable to us and ~~shall~~will 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 required insurance coverages described in our Manuals.

12.3 You may, with our prior written consent, which consent may be withheld or denied, elect to have reasonable deductibles in connection with the coverages we require. Such policies shall will 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.

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

12.5 Your obligation to obtain and maintain the required insurance policy or policies in the amounts specified shall will not be limited in any way by reason of any insurance which may be maintained by us, nor shall will your performance of that obligation relieve you of liability under the indemnity provisions set forth in Article 15 of this Agreement.

12.6 All general liability and property damage policies shall will 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 will 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.

12.7 Not later than thirty (30) days before the your Shop initially opens for business, and thereafter thirty (30) days prior to the expiration of any such policy, you shall will 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 will 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 will 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 will expressly provide that any interest of same therein shall will not be affected by any breach by you of any policy provisions. Further, all insurance policies required hereunder shall will expressly provide that no less than thirty (30) days' prior written notice shall will be given to us in the event of a material alteration to or cancellation of the policies.

12.8 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 will 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 will be payable by you immediately upon notice. The foregoing remedies shall will be in addition to any other remedies we may have at law or in equity.

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

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

## **ARTICLE 13 DEBTS AND TAXES**

### **13.1 Taxes**

You ~~shall~~will 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~~your Shop under this Agreement. Without limiting the provisions of Article 15, you ~~shall~~will be solely liable for the payment of all Taxes and ~~shall~~will 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~~will 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. ~~You shall execute our form of Power of Attorney attached to this Agreement as Attachment G.~~

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~~your Shop, the payment of monies, or the exercise of rights granted pursuant to this Agreement.

### **13.2 Payments to Us**

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

### **13.3 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~~will 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 Franchised Business~~your Shop or any improvements thereon.

### **13.4 Compliance with Laws**

You ~~shall~~will comply with all federal, state and local laws, rules and regulations and ~~shall~~will timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of ~~the Franchised Business~~your Shop, 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.

### **13.5 Notification of Action or Proceeding**

You ~~shall~~will 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~~your Shop.

## ARTICLE 14 TRANSFER OF INTEREST

### 14.1 Transfer by Us

We ~~shall~~will have the right to assign this Agreement and all of our attendant rights and privileges to any person, firm, corporation or other entity provided that, with respect to any assignment resulting in the subsequent performance by the assignee of our functions: (i) the assignee ~~shall~~will, at the time of such assignment, be financially responsible and economically capable of performing our obligations; and (ii) the assignee ~~shall~~will expressly assume and agree to perform such obligations.

You expressly affirm and agree that we may sell our assets, our rights to the Marks or to the System outright to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of said Marks (or any variation thereof) and/or the loss of association with or identification of ~~Poke Co Holdings LLC~~us as Franchisor. Nothing contained in this Agreement ~~shall~~will require us to remain in the restaurant ~~or food~~ business or to offer the same products and services, whether or not bearing the Marks, in the event that we exercise our right to assign our rights in this Agreement.

### 14.2 Transfer by You

14.2.1 You understand and acknowledge that the rights and duties set forth in this Agreement are personal to you, and that we have granted rights under this Agreement in reliance on the business skill, financial capacity and personal character of you and ~~the Controlling your~~ Principals. The rights and obligations hereunder may not be transferred until after your Shop has been fully developed and has opened for business to the public in accordance with Section 2.6. Accordingly, neither you nor any ~~Controlling of your~~ Principal, nor any successor or assignee of you or ~~any Controlling your~~ Principals, ~~shall, will~~ sell, assign (including but not limited to by operation of law, such as an assignment under bankruptcy or insolvency laws, in connection with a merger, divorce or otherwise), transfer, convey, give away, pledge, mortgage or otherwise encumber any direct or indirect interest in (i) ~~this Agreement, in the Shop and/or any of the Shop's material assets (other than in connection with replacing, upgrading or otherwise dealing with such assets as required or permitted by this Agreement), in you or in any Controlling Principal that is an entity, in~~ (or any interest in this Agreement); (ii) your Shop or any right to receive all or a portion of your Shop's profits or losses or capital appreciation); and (iii) substantially all of the assets of your Shop; or (iv) any direct or indirect ownership interest in you (each a "Restricted Transfer"), in each case without our prior written consent. Any purported assignment or transfer, by operation of law or otherwise, made in violation of this Agreement ~~shall~~will be null and void and ~~shall~~will constitute a material event of default under this Agreement.

~~14.2.2 If you wish to transfer all or part of your interest in the Shop, any of the Shop's material assets (except as provided in Section 14.2.1 above) or this Agreement, or if you or a Controlling Principal wishes to transfer or permit a transfer of any ownership interest in you or in a Controlling Principal that is an entity, then in each such case (any or all of which are referred to in this Article 14 as a "Restricted Transfer"), transferor and the proposed transferee shall apply to us for our consent. We~~

~~shall~~will not unreasonably withhold our consent to a Restricted Transfer. We may, in our sole discretion, require any or all of the following as conditions of our approval:

(a) You provide us all information ~~or~~and documents that we request about the Restricted Transfer, the transferee and its owners;

(b) All of the accrued monetary obligations of you or any of your affiliates and all other outstanding obligations to us arising under this Agreement or any other agreement ~~shall~~will have been satisfied in a timely manner and you ~~shall~~will have satisfied all trade accounts and other debts, of whatever nature or kind, in a timely manner;

(c) You and your affiliates ~~shall~~are not ~~be~~ in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between you or any of your affiliates and us or any of our affiliates at the time of transaction;

(d) The transferor and its ~~principals~~owners (if applicable) ~~shall have~~executed a general release, in a form reasonably satisfactory to us, of any and all claims against us, our owners, affiliates, officers, directors, ~~shareholders,~~ partners, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, including, ~~without limitation,~~ claims arising under this Agreement and federal, state and local laws, rules and regulations;

(e) The transferee ~~shall~~demonstrates to our reasonable satisfaction that ~~transferee~~it meets the criteria considered by us when reviewing a prospective franchisee's application for a franchise, including, but not limited to, our educational, managerial and business standards; transferee's good moral character, business reputation and credit rating; transferee's aptitude and ability to conduct the business franchised herein (as may be evidenced by prior related business experience or otherwise); transferee's financial resources and capital for operation of the business; and the geographic proximity and number of other Pokemoto Shops owned or operated by transferee;

(f) The transferee ~~shall~~enters into a written agreement, in a form reasonably satisfactory to us, assuming full, unconditional, joint and several liability for, and agreeing to perform from the date of the transfer, all obligations, covenants and agreements contained in this Agreement; and, if transferee is a corporation or a partnership, transferee's shareholders, partners or other investors, as applicable, ~~shall~~will execute such agreement as transferee's principals and guarantee the performance of all such obligations, covenants and agreements;

(g) The transferee ~~shall~~executes, for a term ending on the expiration date of this Agreement and with such renewal terms as may be provided by this Agreement, the standard form franchise agreement then being offered to new System franchisees and other ancillary agreements as we may require for ~~the~~your Shop, which agreements ~~shall~~will supersede this Agreement and its ancillary documents in all respects and the terms of which agreements may differ from the terms of this Agreement, including, ~~without limitation,~~ the then-current System-wide percentage Royalty Fee, Brand Development Fee and/or advertising expenditure requirement; provided, however, that the transferee ~~shall~~will not be required to pay any initial franchise fee;

(h) The transferee, at its expense, ~~shall~~will renovate, modernize and otherwise upgrade ~~the~~your Shop and, if applicable, any delivery vehicles to conform to the then-current standards and specifications of the System, and ~~shall~~will complete the upgrading and other requirements which conform to the System-wide standards within the time period reasonably specified by us;

(i) The transferor ~~shall~~remains liable for all of the obligations to us in connection with ~~the~~your Shop incurred prior to the effective date of the transfer and ~~shall~~executes any and all instruments reasonably requested by us to evidence such liability;

(j) At the transferee's expense, the transferee, the transferee's general manager and/or any other applicable Shop personnel ~~shall~~completes any training programs then in effect for franchisees of Pokemoto Shops upon such terms and conditions as we may reasonably require;

(k) You ~~shall~~ pay to us a transfer fee equal to ~~Five~~Ten Thousand Dollars (~~\$5,000~~10,000) to reimburse us for reviewing the application to transfer, including, ~~without limitation,~~ training expenses, legal and accounting fees;

(l) If the transferee is a corporation, limited liability company or a partnership, the transferee ~~shall~~makes and will be bound by any or all of the representations, warranties and covenants set forth at Article 6 as we request. Transferee ~~shall~~will provide to us evidence satisfactory to us that the terms of such Section have been satisfied and are true and correct on the date of transfer.

14.2.3 You ~~shall~~will not grant a security interest in ~~the~~your Shop or in any of your assets without our prior written consent, which ~~shall~~will not be unreasonably withheld. In connection therewith, the secured party will be required by us to agree that in the event of any default by you under any documents related to the security interest, we ~~shall~~will have the right and option to be substituted as obligor to the secured party and to cure any default of yours.

14.2.4 You acknowledge and agree that each condition which must be met by the transferee is reasonable and necessary to assure such transferee's full performance of the obligations hereunder.

### 14.3 Transfer to a Corporation or Limited Liability Company

In the event the proposed Restricted ~~€T~~ transfer is to a corporation or limited liability company formed solely for the convenience of ownership, our consent may be conditioned upon any of the requirements set forth at Section 14.2.2, except that ~~the requirements set forth at Sections 14.2.2(d), 14.2.2(e), 14.2.2(g), 14.2.2(h), 14.2.2(j), 14.2.2(k) and 14.2.2(l) shall not apply~~ we will not charge a transfer fee in connection with such transfers. With respect to a transfer to a corporation formed for the convenience of ownership, you ~~shall~~will be the owner of all of the voting stock or interest of the corporation and if you are more than one (1) individual, each individual ~~shall~~will have the same proportionate ownership interest in the corporation as he had in you prior to the transfer. A transfer under this Section 14.3 may occur one (1) time only.

## 14.4 Our Right to Purchase Business

14.4.1 If you wish to transfer all or part of your interest in the Shop or this Agreement or if you or a Controlling Principal wish to transfer any ownership interest in you or your Principals at any time wish to give effect to a Restricted Transfer, pursuant to any bona fide offer received from a third party to purchase such interest, then such proposed seller shall, then you will promptly notify us in writing of each such offer, and shall will provide such information and documentation relating to the offer as we may require. ~~We shall have the right and option, exercisable within thirty (30) days after receipt of such written notification and copies of all documentation required by us describing such offer, to send written notice to the seller that we intend to purchase the seller's interest on the same terms and conditions offered by the third party. In the event that we elect to purchase the seller's interest, closing on such purchase must occur within the latest of (i) sixty (60) days from the date of notice to the seller of the election to purchase by us, (ii) sixty (60) days from the date we receive or obtain all necessary documentation, permits and approvals, or (iii) such other date as the parties agree upon in writing. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by us as in the case of an initial offer. Our failure or refusal to exercise the option afforded by this Section 14.4 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of Article 14, with respect to a proposed transfer. The offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be in a dollar amount, and the proposed buyer must submit with its offer an earnest money deposit equal to 5% or more of the offering price. We may also require you to send us copies of any materials or information sent to the proposed buyer or transferee regarding the possible transaction.~~

(a) In the case of a Restricted Transfer involving a bona fide purchase offer, then such proposed seller shall will promptly notify us in writing of each such offer, and shall will provide such information and documentation relating to the offer as we may require. We shall will have the right and option, exercisable within thirty (30) days after receipt of such written notification and copies of all documentation required by us describing such offer, to send written notice to the seller that we intend to purchase the interest proposed to be transferred in the Restricted Transfer on the same terms and conditions offered by the proposed purchaser (the "Offer Terms"). In the event that we elect to purchase the seller's interest, the closing on such purchase must occur within the latest of (i) sixty (60) days from the date of notice to the seller of the election to purchase by us, (ii) sixty (60) days from the date we receive or obtain all necessary documentation, permits and approvals, or (iii) such other date as the parties agree upon in writing. Any material change in the terms of any offer prior to closing shall will constitute a new offer subject to the same right of first refusal by us as in the case of an initial offer. Our failure or refusal to exercise the option afforded by this Section 14.4 shall will not constitute a waiver of any other provision of this Agreement, including all of the requirements of Article 14 with respect to a proposed transfer.

~~(b) Notwithstanding the provisions of Section 14.4.1(a) above, where the Restricted Transfer (alone or together with any other Restricted Transfer or event effected within the prior twenty four (24) month period) results in a "Change of Control", we may elect, in our sole discretion, to treat the notice given pursuant to such Section 14.4.1(a) as an offer to assign to us all of your rights under this Agreement and to the Shop (including lease and contract rights and other assets of you and your affiliates used in connection with the Shop, excluding the assets of your benefit plans) (collectively, the "Shop Interests"). As used in this Section 14.4.1(b), Change of Control means any circumstance resulting in one or more of your Controlling Principals ceasing to be a Principal and/or the addition of any new Principal. In such case, we shall notify you of the special election provided for in this Section 14.4.1(b) at the time we exercise our option as provided in Section 14.4.1(a). The terms of such purchase shall be~~

~~the same as the Offer Terms (subject to the other provisions of this Section 14.4), but the price shall be the lesser of (1) the Implied Market Price or (2) the fair market value of the Shop Interests, determined in a manner consistent with Section 18.11.1. As used herein, "Implied Market Price" shall mean an amount equal to the total price to be paid by the transferee under the Offer Terms, divided by the percentage (expressed as a decimal) of ownership of you proposed to be acquired (directly or indirectly) by the transferee, less the fair market value (determined as provided in Section 18.11.1) of any assets included in the Restricted Transfer that are not related to the Shop. If you have more than one (1) Shop, then the Implied Market Price shall, unless otherwise agreed by us and you, be allocated among all Shops equally.~~

~~(c) We may assign our rights under this Section 14.4 to any other person or entity, subject to Section 14.1 above.~~

~~(d) It shall be a material obligation of yours under this Agreement to cause any transferor and transferee described in this Article 14 to perform all of the obligations imposed on such persons under this Article 14.~~

14.4.2 In the event an offer from a third party provides for payment of consideration other than cash or involves certain intangible benefits, we may elect to purchase the interest proposed to be sold for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the reasonable cash equivalent of the non-cash part of the Offer Terms, then such amount shall will be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall will be binding. In the event of such appraisal, each party shall will bear its own legal and other costs and each shall will pay one-half (1/2) of the appraisal fees. In the event that we exercise our right of first refusal herein provided, we shall will have the right to set off against any payment therefor (i) all fees for any such independent appraiser due from you hereunder and (ii) all amounts due from you to us.

14.4.3 Failure to comply with the provisions of this Section prior to the transfer of any interest in you, theyour Shop or this Agreement shall will constitute a material event of default under this Agreement.

## 14.5 Death or Disability

14.5.1 Upon your death (if you are a natural person) or upon the death of any Controllingof your Principals who is a natural person and who has an interest in this Agreement, theyour Shop or you (the "Deceased"), the executor, administrator or other personal representative of the Deceased shall will transfer such interest to a third party approved by us within twelve (12) months after the death. If no personal representative is designated or appointed or no probate proceedings are instituted with respect to the estate of the Deceased, then the distributee of such interest must be approved by us. If the distributee is not approved by us, then the distributee shall will transfer such interest to a third party approved by us within twelve (12) months after the death of the Deceased.

14.5.2 Upon your permanent disability (if you are a natural person) or upon the permanent disability of any Controllingof your Principals who is a natural person ~~and who has an interest in this Agreement, the Shop or you~~, we may, in our reasonable discretion, require such interest to be transferred to a third party in accordance with the conditions described in this Article 14 within twelve (12) months after notice to you. "Permanent disability" shall will mean any physical, emotional or mental injury, illness or incapacity which would prevent a person from performing the obligations ~~set forth in this Agreement or in the~~ under the Owner's g Guaranty ~~made part of this Agreement~~ for at least ninety (90) consecutive days and from which condition recovery within ninety (90) days from the date of determination of disability is unlikely. Permanent disability shall will be determined by a licensed practicing physician selected by us, upon examination of the person; or if

the person refuses to submit to an examination, then such person automatically ~~shall~~will be deemed permanently disabled as of the date of such refusal for the purpose of this Section 14.5. ~~The costs of any examination required by this Section shall be paid by us.~~

14.5.3 Upon the death or claim of permanent disability of you or any ~~Controlling of your~~ Principals, you or a representative of yours must notify us of such death or claim of permanent disability within ten (10) days of its occurrence. Any transfer upon death or permanent disability ~~shall~~will be subject to the same terms and conditions as described in this Section for any *inter vivos* transfer. If an interest is not transferred upon death or permanent disability as required in this Section, then such failure ~~shall~~will constitute a material event of default under this Agreement.

~~14.5.4 In order to prevent any interruption of the Shop operations which would cause harm to the Shop, thereby depreciating the value thereof, you authorize us, who may, at our option, in the event that you are absent for any reason or are incapacitated by reason of illness and are unable, in our sole and reasonable judgment, to operate the Shop to our required standards, operate the Shop for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement. All monies from the operation of the Shop during such period of operation by us shall be kept in a separate account, and the expenses of the Shop, including reasonable compensation and expenses for our representative, shall be charged to said account. If, as herein provided, we temporarily operate the Shop franchised herein for you, you agree to indemnify and hold harmless us and any representative of ours who may act hereunder, from any and all acts which we may perform, as regards the interests of you or third parties.~~

#### 14.6 No Waiver of Claims

Our consent to a transfer of any interest described herein ~~shall~~will not constitute a waiver of any claims which we may have against the transferring party, nor ~~shall~~will it be deemed a waiver of our right to demand material and full compliance with any of the terms of this Agreement by the transferee.

#### 14.7 Transfer Among Owners

~~If any person holding an interest in you, this Agreement or the Shop (other than you or a Controlling Principal, which parties shall be subject to the provisions set forth above) transfers such interest, then you shall promptly notify us of such proposed transfer in writing and shall provide such information relative thereto as we may reasonably request prior to such transfer. Such transferee may not be a competitor of ours. Such transferee will be your Principal and as such will have to execute a confidentiality agreement and ancillary covenants not to compete in the form then required by us, which form shall be in substantially the same form attached hereto as Attachment D (see Sections 10.2.2 and 10.3.4). We also reserve the right to designate the transferee as one of the Controlling Principals. Notwithstanding the provisions contained in Section 14.2 to the contrary, the Controlling Principals may freely transfer their ownership interests in you among themselves and to their family members (or to trusts for the benefit of such family members), and our right of first refusal shall be inapplicable with respect to such transfers, provided you provide us with thirty (30) days prior written notice of such transfer, which notice shall include the names and percentages transferred.~~

### ARTICLE 15 INDEMNIFICATION

#### 15.1 Indemnification by You

You ~~and each of the Controlling Principals shall~~agree to, at all times, indemnify and hold harmless to the fullest extent permitted by law us, our ~~successors and assigns,~~affiliates, and our and

their respective ~~partners and affiliates and the~~ owners, directors, officers, ~~directors, shareholders, partners~~ employees, agents, ~~representatives, independent contractors, servants and employees of each of them~~ successors, and assigns (“Indemnitees”), from all “losses and expenses” (as defined in Section 15.4.2 below) incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted) which arises out of or is based upon any of the following:

15.1.1 The infringement, alleged infringement, or any other violation or alleged violation by you or any of ~~the Controlling your~~ Principals of any patent, trademark or copyright or other proprietary right owned or controlled by third parties (except as such may occur with respect to any right to use the Marks, any copyrights or other proprietary information granted hereunder pursuant to Article 10);

15.1.2 The violation, breach or asserted violation or breach by you or any of ~~the Controlling your~~ Principals of any federal, state or local law, regulation, ruling, standard or directive or any industry standard;

15.1.3 Libel, slander or any other form of defamation of us, the System or any franchisee operating under the System, by you or by any of ~~the Controlling your~~ Principals;

15.1.4 The violation or breach by you or by any of ~~the Controlling your~~ Principals of any warranty, representation, agreement or obligation in this Agreement or in any other agreement between you or any of your affiliates and us and our Indemnitees; ~~and~~

15.1.5 Acts, errors, or omissions of you, any of your affiliates and any of ~~the Controlling your~~ Principals and the officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of you and your affiliates in connection with the establishment and operation of ~~the your~~ Shop, including, but not limited to, any acts, errors or omissions of any of the foregoing in the operation of any motor vehicle. The parties understand and agree that we cannot and do not exercise control over the manner of operation of any motor vehicles used by, or on behalf of, you or any employee, agent or independent contractor of yours and that the safe operation of any motor vehicle is, therefore, entirely your responsibility; ~~and~~

15.1.6 Your Shop, the business you conduct under this Agreement, and/or your breach of this Agreement, including those alleged to be or found to have been caused by the Indemnitees’ gross negligence or willful misconduct, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction.

## 15.2 Notification of Action or Claim

You ~~and each of the Controlling Principals~~ agree to give us prompt notice of any pending or threatened action, suit, proceeding, claim, demand, inquiry, or investigation relating to you or your Shop. At the expense and risk of you and each of ~~the Controlling your~~ Principals, we may elect to assume (but under no circumstance are we obligated to undertake) or appoint associate counsel of our own choosing with respect to, the defense and/or settlement of any such action, suit, proceeding, claim, demand, inquiry or investigation. Such an undertaking by us ~~shall will~~, in no manner or form, diminish the obligation of you and each of ~~the Controlling your~~ Principals to indemnify the Indemnitees and to hold them harmless.

### 15.3 We May Settle

Each Indemnitee may defend any claim against it at your expense (including choosing and retaining its own legal counsel). In order to protect persons or property, or our reputation or goodwill, or the reputation or goodwill of others, we may, at any time and without notice, as we in our reasonable judgment deem appropriate, consent or agree to settlements or take such other remedial or corrective action as we deem expedient with respect to the action, suit, proceeding, claim, demand, inquiry, or investigation ~~if, in our reasonable judgment, there are reasonable grounds to believe that:~~

~~15.3.1 any of the acts or circumstances enumerated in Section 15.1.1 through 15.1.4 above have occurred; or~~

~~15.3.2 any act, error, or omission as described in Section 15.1.5 may result directly or indirectly in damage, injury, or harm to the System, any person or any property.~~

### 15.4 Losses and Expenses

~~All losses and expenses incurred under this Article 15 shall be chargeable to and paid by you or any of the Controlling Principals pursuant to your obligations of indemnity under this Section, regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of such actions, activity, or defense.~~

As used in this Article 15, the phrase “losses and expenses” ~~shall~~will include, ~~without limitation,~~ all losses, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, lost profits, reasonable attorneys’ fees, court costs, settlement amounts, judgments, compensation for damages to our reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting or replacing the same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

### 15.5 Indemnitees Do Not Assume Liability

~~The Indemnitees do not hereby assume any liability whatsoever for acts, errors, or omissions of any third party with whom you, any of the Controlling Principals, your affiliates or any of the officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of you or your affiliates may contract, regardless of the purpose. You and each of the Controlling Principals shall hold harmless and indemnify the Indemnitees for all losses and expenses which may arise out of any acts, errors or omissions of you, the Controlling Principals, your affiliates, the officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of you and your affiliates and any such other third parties without limitation and without regard to the cause or causes thereof or the negligence of us or any other party or parties arising in connection therewith and whether such negligence be sole, joint or concurrent, or active or passive.~~

### ~~15.6~~15.5 Recovery from Third Parties

Under no circumstances ~~shall~~will the Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a claim against you or any of ~~the Controlling~~your Principals. ~~You and each of the Controlling Principals agree that the~~The failure to pursue such recovery or mitigate loss by the Indemnitees will in no way reduce the amounts recoverable ~~from you or any of the Controlling Principals by the Indemnitees~~under this Section.

### 15.7 Survival of Terms

~~You and the Controlling Principals expressly agree that the terms of this Article 15 shall survive the termination, expiration or transfer of this Agreement or any interest herein.~~

## **ARTICLE 16**

### **RELATIONSHIP OF THE PARTIES**

#### **16.1 No Relationship**

The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them, that you ~~shall~~will be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, joint employer or servant of the other for any purpose.

#### **16.2 Independent Contractor**

During the ~~Term of this Agreement~~, you ~~shall~~will hold yourself out to the public as an independent contractor conducting your Shop operations pursuant to the rights granted by us. You agree to take such action as ~~shall~~will be reasonably necessary to that end, including, ~~without limitation,~~ exhibiting a notice of that fact in a conspicuous place on ~~the~~your Shop premises established for the purposes hereunder and on all letterhead, business cards, forms, and as further described in the Manuals. We reserve the right to specify in writing the content and form of such notice.

#### **16.3 You are Not Authorized**

You understand and agree that nothing in this Agreement authorizes you or ~~any of the Controlling Principals~~anyone on your behalf to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name, and that we ~~shall~~will in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action, or for any act or omission ~~of~~by you or ~~any of the Controlling Principals~~anyone on your behalf or any claim or judgment arising therefrom.

## **ARTICLE 17**

### **TERMINATION**

#### **17.1 Automatic Termination – No Right to Cure**

17.1.1 You acknowledge and agree that each of your obligations described in this Agreement is a material and essential obligation of yours; that non-performance of such obligations will adversely and substantially affect us and the System; and that our exercise of the rights and remedies set forth herein is appropriate and reasonable.

17.1.2 You ~~shall~~will be in default under this Agreement, and all rights granted to you herein ~~shall~~will automatically terminate without notice to you, if you, or any of your partners, if you are a partnership, or any of your officers, directors, shareholders, or members, if you are a corporation or limited liability company, ~~shall~~will become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; if you are adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver or other custodian for you or your business or assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless

a *supersedeas* bond is filed); if you are dissolved; if execution is levied against your business or property; if suit to foreclose any lien or mortgage against the Premises or equipment is instituted against you and not dismissed within thirty (30) days; or if the real or personal property of ~~the Franchised Business shall~~your Shop will be sold after levy thereupon by any sheriff, marshal, or constable.

17.1.3 You ~~shall~~will be deemed to be in material default and we may, at our option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, (except as otherwise stated below), effective immediately upon notice to you, upon the occurrence of any of the following events:

(a) If you operate ~~the~~your Shop or sell any products or services authorized by us for sale at ~~the~~your Shop at a location which has not been approved by us;

(b) If you fail to acquire ~~an accepted location for the~~the Approved Location for your Shop within the time and in the manner specified in Article 2;

(c) If you fail to construct or remodel ~~the~~your Shop in accordance with the plans and specifications provided to you under Section 5.3 as such plans may be adapted with our approval in accordance with Section 2.5;

(d) If you fail to open ~~the~~your Shop for business within the period specified in Section 2.6 hereof;

(e) If you at any time cease to operate or otherwise abandon ~~the~~your Shop, or lose the right to possession of the premises, or otherwise forfeit the right to do or transact business in the jurisdiction where ~~the~~your Shop is located; provided, however, that this provision ~~shall~~will not apply in cases of ~~F~~Force M~~m~~ajeure events (acts of God, strikes, lockouts or other industrial disturbances, war, riot, epidemic, acts of terrorism, fire or other catastrophe or other forces beyond your control), if through no fault of yours the premises are damaged or destroyed by an event as described above, provided that you apply within thirty (30) days after such event for our approval to relocate or reconstruct the premises (which approval ~~shall~~will not be unreasonably withheld) and you diligently pursue such reconstruction or relocation; such approval may be conditioned upon the payment of an agreed minimum fee to us during the period in which ~~the~~your Shop is not in operation;

(f) If you or any of ~~the Controlling~~your Principals are convicted of, or have entered a plea of *nolo contendere* to, a felony, a crime involving moral turpitude, or other crime that we believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or our interests therein;

(g) If a threat or danger to public health or safety results from the construction, maintenance or operation of ~~the~~your Shop;

(h) If you or any of ~~the Controlling~~your Principals purport to enter into Restricted ~~Transfer~~ any rights or obligations under this Agreement or any interest in you or the Shop to any third party without our prior written consent or without offering us a right of first refusal with respect to such transfer, contrary to the terms of Article 14 of this Agreement;

(i) If you or any of your affiliates fail, refuse, or neglect promptly to pay any monies owing to us, or any of our affiliates or vendors, when due under this Agreement or any other agreement, or to submit the financial or other information required by us under this Agreement and do not cure such default within five (5) days following notice from us (or such other cure period specified in such other agreement, unless no cure period is stated or such period is less than five (5) days, in which case the five (5) day cure period ~~shall~~will apply);

(j) If you or any of ~~the Controlling~~your Principals fail to comply with the in-term covenants in Section ~~10.3~~10.3.1 hereof or you fail to obtain execution of the covenants and related agreements required under Section 10.3.4 hereof within thirty (30) days following notice from us;

(k) If, ~~contrary to the terms of Section 10.2.1 hereof, you or any of the Controlling you or your~~ Principals misuse any Confidential Information, allow any unauthorized disclosure of our Confidential Information, or fail to obtain execution of covenants and related agreements required under Section 10.2.2 hereof within thirty (30) days following notice from us;

(l) If a transfer upon death or permanent disability is not transferred in accordance with Article 14 and within the time periods therein;

(m) If you knowingly maintain false books or records, or submit any false reports to us;

(n) If you breach in any material respect any of the covenants in any material respect set forth in Article 6 or have falsely made any of the representations or warranties set forth in Article 6;

(o) If you fail to propose a qualified replacement or successor General Manager within the time required under Section 6.3.4 following ten (10) days prior written notice;

(p) If you fail to procure and maintain the insurance policies required by Article 12 and you fail to cure such default within ten (10) days following notice from us;

(q) If you misuse or make any unauthorized use of the Marks or otherwise materially impair the goodwill associated therewith or our rights therein; provided that, notwithstanding the above, you ~~shall~~will be entitled to notice of such event of default and ~~shall~~will have twenty-four (24) hours to cure such default;

(r) If you ~~or any of the Controlling Principals~~ commit three (3) material events of default under this Agreement, within any twelve (12) month period, whether or not such defaults are of the same or different nature and whether or not such defaults have been cured by you after notice by us;

(s) If your General Manager is not able to complete our initial training program to our satisfaction, after having given you the opportunity to designate a replacement General Manager, or if you fail to complete our initial training program a second time;

(t) If you fail to comply with all applicable laws and ordinances relating to ~~the~~your Shop, including Anti-Terrorism Laws, or if your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation; or

(u) If you attempt to substitute any product for one of the products that we have approved and that you must offer at or from your Shop, or if you fail to use the ingredients we require and follow the recipes required by us, or if you do not purchase your entire supply of proprietary product mixes from us or from the supplier we designate, as described in Section ~~7.6~~7.4.

## 17.2 Notice of Termination – 30 Days to Cure

Except as provided in Sections 17.1.2 and 17.1.3 of this Agreement, upon any default by you which is susceptible of being cured, we may terminate this Agreement by giving written notice of termination stating the nature of such default to you at least thirty (30) days prior to the effective date of termination. However, you may avoid termination by immediately initiating a remedy to cure such default and curing it to our reasonable or making a bona fide attempt to cure to our reasonable satisfaction within the thirty (30) day period and by promptly providing proof thereof to us. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement ~~shall~~will terminate without further notice to you effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require. Defaults which are susceptible of cure hereunder may include, but are not limited to, the following illustrative events:

17.2.1 If you fail to comply with any of the requirements imposed by this Agreement, as it may from time to time be amended or reasonably be supplemented by us, or fail to carry out the terms of this Agreement in good faith.

17.2.2 If you fail to maintain or observe any of the standards, specifications or procedures prescribed by us in this Agreement or otherwise in writing.

17.2.3 If you fail, refuse, or neglect to obtain our prior written approval or consent as required by this Agreement.

## 17.3 Cross-Defaults, Non-Exclusive Remedies, etc.

Any default by you (or any person/company affiliated with you) under this Agreement may be regarded as a default under any other agreement between us (or any of our affiliates) and you (or any of your affiliates). Any default by you (or any person/company affiliated with you) under any other agreement, including, but not limited to, any lease and/or sublease, between us (or any of our affiliates) and you (or any person/company affiliated with you), and any default by you (or any person/company affiliated with you) under any obligation to us (or any of our affiliates) may be regarded as a default under this Agreement. Any default by you (or any person/company affiliated with you) under any lease, sublease, loan agreement, security interest or otherwise, whether with us, any of our affiliates and/or any third party may be regarded as a default under this Agreement and/or any other agreement between us (or any of our affiliates) and you (or any of your affiliates).

In each of the foregoing cases, we (and any of our affiliates) will have all remedies allowed at law, including termination of your rights (and/or those of any person/company affiliated with you)

and our (and/or our affiliates') obligations. No right or remedy which we may have (including termination) is exclusive of any other right or remedy provided under law or equity and we may pursue any rights and/or remedies available.

#### **17.4 Our Right to Discontinue Services to You**

If you are in breach of any obligation under this Agreement, and we deliver to you a notice of termination pursuant to this Article 17, we have the right to suspend our performance of any of our obligations under this Agreement including, ~~without limitation,~~ the sale or supply of any services or products for which we are an approved supplier to you and/or suspension of your webpage on our Website, until such time as you correct the breach.

#### **17.5 Amendment Pursuant to Applicable Law**

~~Notwithstanding anything to the contrary contained in this Article, if any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this franchise and the parties hereto shall limit our rights of termination under this Agreement or shall require longer notice periods than those set forth above, this Agreement is deemed amended to satisfy the minimum notice periods or restrictions upon such termination required by such laws and regulations; provided, however, that such constructive amendment shall not be deemed a concession by us that the grounds for termination set forth in this Agreement do not constitute "good cause" for termination within the meaning ascribed to that term by any applicable law or regulation. We shall not be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, hearing or proceeding relating to this Agreement or the termination of this Agreement.~~

### **ARTICLE 18** **POST-TERMINATION**

Upon termination or expiration of this Agreement, all rights granted hereunder to you ~~shall~~will forthwith terminate, and:

#### **18.1 Cease Operations**

You ~~shall~~will immediately cease to operate ~~the~~your Shop under this Agreement, and ~~shall~~will not thereafter, directly or indirectly, represent to the public or hold yourself out as a present or former franchisee of ours.

#### **18.2 Stop Using the System**

You ~~shall~~will immediately and permanently cease to use, in any manner whatsoever, any component of the System and/or any Confidential Information; the mark "Pokemoto, ~~Hawaiian Poke~~", or any part thereof; and all other Marks and distinctive forms, slogans, signs, symbols, and devices associated with the System. In particular, you ~~shall~~will cease to use, without limitation, all signs, advertising materials, displays, stationery, forms and any other articles which display the Marks, and ~~shall~~will immediately change all paint colors, remove all of our proprietary or non-proprietary design items.

#### **18.3 Cancellation of Assumed Names**

You ~~shall~~will immediately and permanently cease to use the Contact Identifiers for your Shop and take such action as may be necessary to cancel any assumed name or equivalent registration which contains the mark "Pokemoto, ~~Hawaiian Poke~~", or any part thereof, or any other

service mark or trademark of ours, and you ~~shall~~will furnish us with evidence satisfactory to us of compliance with this obligation within five (5) days after termination or expiration of this Agreement.

#### **18.4 No Use of Similar Marks**

You agree, in the event you continue to operate or subsequently begin to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute our rights in and to the Marks, and further agree not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with us constituting unfair competition.

#### **18.5 Payment of Sums Owed**

You ~~and your Controlling Principals shall~~will promptly pay all sums owing to us. Such sums ~~shall~~will include all damages, costs and expenses, including reasonable attorneys' fees, incurred by us as a result of any default by you, which obligation ~~shall~~will give rise to and remain, until paid in full, a lien in our favor against any and all of the personal property, furnishings, equipment, fixtures, and inventory owned by you and on the premises operated hereunder at the time of default.

#### **18.6 Payment of Damages, Costs and Expenses**

You ~~and the Controlling Principals shall~~will pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us in connection with obtaining any remedy available to us for any violation of this Agreement and, subsequent to the termination or expiration of this Agreement, in obtaining injunctive or other relief for the enforcement of any provisions of this Article 18.

#### **18.7 Delivery of Manuals and Materials**

You ~~shall~~will immediately deliver to us all Manuals, software licensed by us, records, files, instructions, correspondence, all materials related to operating ~~the your~~ Shop, including, ~~without limitation,~~ agreements, invoices, and any and all other materials relating to the operation of ~~the your~~ Shop in your possession or control, and all copies thereof (all of which are acknowledged to be our property), and ~~shall~~will retain no copy or record of any of the foregoing, except your copy of this Agreement and of any correspondence between the parties and any other documents which you reasonably need for compliance with any provision of law.

#### **18.8 Confidential Information and Post Term Non-Compete Covenants**

You and ~~the Controlling your~~ Principals ~~shall~~will comply with the restrictions on Confidential Information contained in Article 10 of this Agreement and ~~shall~~will also comply with the non-competition covenants contained in Article 10. Any other person required to execute similar covenants pursuant to Article 10 ~~shall~~will also comply with such covenants.

#### **18.9 Advertising and Promotional Materials**

You ~~shall~~will also immediately furnish us with an itemized list of all advertising and sales promotion materials bearing the Marks or any of our distinctive markings, designs, labels, or other marks thereon, whether located on your premises or under your control at any other location. We ~~shall~~will have the right to inspect these materials. We ~~shall~~will have the option, exercisable within

thirty (30) days after such inspection, to purchase any or all of the materials at your cost, or to require you to destroy and properly dispose of such materials. Materials not purchased by us ~~shall~~will not be utilized by you or any other party for any purpose unless authorized in writing by us.

### 18.10 Assignment to Us

Upon execution of this Agreement, in partial consideration of the rights granted hereunder, you acknowledge and agree that all right, title and interest in the signs used at ~~the~~your Shop are hereby assigned to us, and that upon termination or expiration of this Agreement, neither you nor any lien holder of yours ~~shall~~will have any further interest therein.

### 18.11 Assignment of Lease

If you operate ~~the~~your Shop under a lease for ~~the~~your Shop premises with a third party or, with respect to any lease for equipment used in the operation of ~~the Franchised Business~~your Shop, then you ~~shall~~will, at our option, assign to us any interest which we have in any lease or sublease for the premises of ~~the~~your Shop or any equipment related thereto. We may exercise such option at or within thirty (30) days after either termination or (subject to any existing right to renew) expiration of this Agreement. In the event we do not elect to exercise our option to acquire the lease or sublease for ~~the~~your Shop premises or do not have such option, you ~~shall~~will make such modifications or alterations to ~~the~~your Shop premises as are necessary to distinguish the appearance of ~~the~~your Shop from that of other Pokemoto Shops operating under the System and ~~shall~~will make such specific additional changes as we may reasonably request. If you fail or refuse to comply with the requirements of this Section 18.11, we ~~shall~~will have the right to enter upon the premises of ~~the Franchised Business~~your Shop, without being guilty of trespass or any other crime or tort, to make or cause to be made such changes as may be required, at your expense, which expense you agree to pay upon demand. Notwithstanding the provisions of this Section 18.11 to the contrary, in the event the lease is assigned to us, we hereby indemnify and hold harmless you and any guarantors under said lease, for any breach by us or our successors or assigns from any liability arising out of the lease for ~~the~~your Shop premises from and after the date of the assignment of lease.

### 18.12 Our Right to Purchase

18.12.1 Except as provided in Sections 18.9, 18.10 and 18.13, we ~~shall~~will have the option, to be exercised within thirty (30) days after termination or expiration of this Agreement, to purchase from you any or all of the furnishings, equipment (including any point of sale or computer hardware and software systems), signs, fixtures, motor vehicles, supplies, and inventory of yours related to the operation of ~~the~~your Shop, at fair market value. ~~We shall~~If we exercise our option to purchase under this Section, we will be purchasing your assets only and ~~shall~~will be assuming no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If the parties cannot agree on the fair market value within thirty (30) days of our exercise of this option, fair market value ~~shall~~will be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations ~~shall~~will be binding. In the event of such appraisal, each party ~~shall~~will bear its own legal and other costs and each ~~shall~~will pay one-half (1/2) of the appraisal fees. If we elect to exercise any option to purchase herein provided, we ~~shall~~will have the right to set off (i) all fees for any such independent appraiser due from you, (ii) all amounts due from you to us and (iii) any costs incurred in connection with any escrow arrangement (including reasonable legal fees), against any payment therefor and ~~shall~~will pay the remaining amount in cash.

18.12.2 In addition to the options described above and if you own ~~the~~your Shop premises, then we ~~shall~~will have the option, to be exercised at or within thirty (30) days after termination or expiration of this Agreement, to purchase ~~the~~your Shop premises including any building thereon, if applicable, for the fair market value of the land and building, and any or all of the furnishings, equipment, signs, fixtures, vehicles, supplies and inventory therein at fair market value. We ~~shall~~will purchase assets only and ~~shall~~will assume no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If you do not own the land on which ~~the~~your Shop is operated and we exercise our option for an assignment of the lease, we may exercise this option for the purpose of purchasing the building if owned by you and related assets as described above. If the parties cannot agree on fair market value within thirty (30) days of our exercise of this option, fair market value ~~shall~~will be determined in accordance with appraisal procedure described above.

18.12.3 With respect to the options described in Sections 18.11, 18.12.1 and 18.12.2, you ~~shall~~will deliver to us in a form satisfactory to us, such warranties, deeds, releases of lien, bills of sale, assignments and such other documents and instruments which we deem necessary in order to perfect our title and possession in and to the properties being purchased or assigned and to meet the requirements of all tax and government authorities. If, at the time of closing, you have not obtained all of these certificates and other documents, we may, in our sole discretion, place the purchase price in escrow pending issuance of any required certificates or documents.

18.12.4 The time for closing of the purchase and sale of the properties described in Sections 18.12.1 and 18.12.2 ~~shall~~will be a date not later than thirty (30) days after the purchase price is determined by the parties or the determination of the appraisers, or such date we receive and obtain all necessary permits and approvals, whichever is later, unless the parties mutually agree to designate another date. The time for closing on the assignment of the lease described in Section 18.11 ~~shall~~will be a date no later than ten (10) days after our exercise of the option thereunder unless we are exercising our options under either Section 18.12.1 or 18.12.2, in which case the date of the closing ~~shall~~will be on the same closing date prescribed for such option. Closing ~~shall~~will take place at our corporate offices or at such other location as the parties may agree.

### **18.13 Assignment of Options by Us**

We ~~shall~~will be entitled to assign any and all of our options in this Section to any other party, without your consent.

### **~~18.14 Telephone Numbers, Yellow Pages Listings, etc.~~**

~~You, at our option, shall assign to us all rights to the telephone numbers of the Shop and any related Yellow Pages trademark listing or other business listings and execute all forms and documents required by us and any telephone company at any time to transfer such service and numbers to us. Further, you shall assign to us all Internet listings, domain names, Internet Accounts, advertising on the Internet or World Wide Web, websites, listings with search engines, e-mail addresses or any other similar listing or usage related to the Franchised Business. Notwithstanding any forms and documents which may have been executed under Section 7.9, you hereby appoint us as your true and lawful agent and attorney in fact with full power and authority, for the sole purpose of taking such action as is necessary to complete such assignment. This power of attorney shall survive the expiration or termination of this Agreement. You shall thereafter use different telephone numbers, email addresses or other listings or usages at or in connection with any subsequent business conducted by you.~~

## ~~18.15~~18.14 Liquidated Damages

If we terminate this Agreement with cause, you must pay us liquidated damages equal to the average value of the Royalty Fees you paid and/or owed to us during the fifty two weeks (52) weeks before the termination multiplied by (i) one hundred and four (104), being the number of weeks in two (2) full years, or (ii) the number of weeks remaining during the ~~Term of this Agreement~~, whichever is lower.

The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Agreement's termination and the loss of cash flow from Royalty Fees due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining term. The parties hereto consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages.

The liquidated damages provision only covers our damages from the loss of cash flow from the Royalty Fees. It does not cover any other damages, including damages to our reputation with the public and landlords and damages arising from a violation of any provision of this Agreement other than the Royalty Fee section. You and each of your owners agree that the liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty Fee section.

## 18.15 Purchase Option

In addition to any other rights to purchase we have, we have the right to purchase your Shop, as described in this Section 18.5 (the "Purchase Option"), upon the expiration of the Agreement without the grant of a renewal term (except where a renewal term was not granted because we are not then offering Franchises), our termination of the Agreement under Article 17, or your termination of the Agreement without cause (each of the foregoing, a "Termination Event"). We will have 30 days after a Termination Event to exercise the Purchase Option upon written notice to you. We have the unrestricted right to assign the Purchase Option at our discretion. The purchase price for your Shop will be the net realizable value of the tangible assets in accordance with the liquidation basis of accounting (not the value of your Shop as a going concern) ("Liquidation Value"). If you dispute our calculation of the Liquidation Value, we will appoint one independent accredited appraiser, within 15 days after we receive all relevant financial and other information necessary to calculate the Liquidation Value, who will calculate the Liquidation Value based on the criteria above. You and we will share equally the appraiser's fees and expenses. The appraiser must complete its calculation within 30 days after its appointment. The appraiser's calculation of the Liquidation Value will be the purchase price. Closing of the purchase will take place, as described below, on a date we select which is within 90 days after determination of the Liquidation Value.

Unless we assume the management of your Shop under Section 19.22, you will continue to operate your Shop in accordance with the Agreement through the closing. Prior to closing, you agree to cooperate with us in conducting due diligence, including providing us with access to your business and financial records, contracts and all other information relevant to your Shop. At the closing, we (or our assignee) will pay the purchase price in cash. You agree to execute and deliver to us (or our assignee):



Except for those permitted to be made unilaterally by us hereunder, no amendment, change or variance from this Agreement shall will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

### 19.3 No Waiver

No delay, waiver, omission or forbearance on our part to exercise any right, option, duty or power arising out of any breach or default by you or ~~the Controlling your~~ Principals under this Agreement shall will constitute a waiver by us to enforce any such right, option, duty or power against you or ~~the Controlling your~~ Principals, or as to a subsequent breach or default by you or ~~the Controlling your~~ Principals. Acceptance by us of any payments due to us hereunder subsequent to the time at which such payments are due shall will not be deemed to be a waiver by us of any preceding breach by you or ~~the Controlling your~~ Principals of any terms, provisions, covenants or conditions of this Agreement.

NO PREVIOUS COURSE OF DEALING SHALL BE ADMISSIBLE TO EXPLAIN, MODIFY, OR CONTRADICT THE TERMS OF THIS AGREEMENT. NO IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING SHALL BE USED TO ALTER THE EXPRESS TERMS OF THIS AGREEMENT.

The following provision applies if you or the franchise granted hereby are subject to the franchise registration or disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin: No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall will have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

### 19.4 Our Prior Approval

Whenever this Agreement requires our prior approval or consent, you shall will make a timely written request to us, and such approval or consent shall will be obtained in writing.

### 19.5 No Warranty or Guaranty

We make no warranties or guarantees upon which you may rely and assume no liability or obligation to you or any third party to which we would not otherwise be subject, by providing any waiver, approval, advice, consent or suggestion to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

### 19.6 Continued Obligation to Pay Sums

If a Force Majeure event shall will occur, then, in addition to payments required under Section 17.1.3(e), you shall will continue to be obligated to pay to us any and all amounts that you shall will have duly become obligated to pay in accordance with the terms of this Agreement prior to the occurrence of any Force Majeure event and the Indemnitees shall will continue to be indemnified and held harmless by you in accordance with Article 15. Except as provided in Section 17.1.3(e) and the immediately preceding sentence herein, none of the parties hereto shall will be held

liable for a failure to comply with any terms and conditions of this Agreement when such failure is caused by an event of ~~F~~orce ~~M~~ajeure. Upon the occurrence of any event of the type referred to herein, the party affected thereby ~~shall~~will give prompt notice thereof to the other parties, together with a description of the event, the duration for which the party expects its ability to comply with the provisions of the Agreement to be affected thereby and a plan for resuming operation under the Agreement, which the party ~~shall~~will promptly undertake and maintain with due diligence. Such affected party ~~shall~~will be liable for failure to give timely notice only to the extent of damage actually caused.

## 19.7 Arbitration

~~Except to the extent we elect to enforce the provisions of this Agreement by judicial process and injunction in our sole discretion, all disputes, claims and controversies between the parties arising under or in connection with this Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud and the arbitrability of any matter) which have not been settled through negotiation or mediation will be settled by binding arbitration at a suitable location chosen by the arbitrator that is within 50 miles of our or, as applicable, our successor's or assign's then current principal place of business (currently, Burleson, Texas). The arbitrator(s) will have a minimum of five (5) years' experience in franchising or distribution law and will have the right to award specific performance of this Agreement. If the parties cannot agree upon a mutually agreeable arbitrator, then the arbitration shall be conducted as per the selection method set forth in the Texas Statutes. The proceedings will be conducted under the commercial arbitration rules of the American Arbitration Association, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Texas Statutes. The decision of the arbitrator(s) will be final and binding on all parties. This Section will survive termination or non renewal of this Agreement under any circumstances. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. During the pendency of any arbitration proceeding, you and we shall fully perform our respective obligations under this Agreement.~~

All controversies, disputes, or claims between us or any of our affiliates (and our and their respective shareholders, officers, directors, agents, and employees), on the one hand, and you (and your owners, guarantors, affiliates, and employees), on the other hand, arising out of or related to: (1) this Agreement or any other agreement between you (or any of your owners) and us (or any of our affiliates); (2) our relationship with you; (3) the scope or validity of this Agreement or any other agreement between you (or any of your owners) and us (or any of our affiliates) or any provision of any of such agreements (including the validity and scope of the arbitration provision under this Section, which we and you acknowledge is to be determined by an arbitrator, not a court); or (4) any System Standard, must be submitted for binding arbitration, on demand of either party, to the AAA. The arbitration proceedings will be conducted by one arbitrator and, except as this Section otherwise provides, according to the AAA's then current Commercial Arbitration Rules. All proceedings will be conducted at a suitable location chosen by the arbitrator that is within 50 miles of our (or our successor's or assign's, as applicable) then current principal place of business (currently, Burleson, Texas). All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). The interim and final awards of the arbitrator will be final and binding upon each party, and judgment upon the arbitrator's awards may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her awards any relief which he or she deems proper, including money damages, pre- and post-award interest, interim costs and attorneys' fees, specific performance, and injunctive relief, provided that the arbitrator may not declare any of the trademarks owned by us or our affiliates generic or otherwise invalid, or award any punitive or exemplary damages against any party to the arbitration proceeding (we and you

hereby waiving to the fullest extent permitted by law any such right to or claim for any punitive or exemplary damages against any party to the arbitration proceeding). In any arbitration brought pursuant to this arbitration provision, and in any action in which a party seeks to enforce compliance with this arbitration provision, the prevailing party will be awarded its costs and expenses, including attorneys' fees, incurred in connection therewith.

In any arbitration proceeding, each party will be bound by the provisions of any applicable contractual or statutory limitations provision, whichever expires earlier. Each party must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding. Any claim which is not submitted or filed as required will be forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by any party.

ARBITRATION PROCEEDINGS WILL BE CONDUCTED ON AN INDIVIDUAL BASIS. NO ARBITRATION PROCEEDING MAY BE: (I) CONDUCTED ON A CLASS-WIDE BASIS, (II) COMMENCED, CONDUCTED OR CONSOLIDATED WITH ANY OTHER ARBITRATION PROCEEDING, (III) JOINED WITH ANY SEPARATE CLAIM OF AN UNAFFILIATED THIRD-PARTY, OR (IV) BROUGHT ON BEHALF OF ANY PARTY BY ANY ASSOCIATION OR AGENT. Notwithstanding the foregoing, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute, controversy or claim that otherwise would be subject to arbitration under this Section, then all parties agree that this arbitration clause will not apply to that dispute, controversy or claim and that such dispute, controversy or claim will be resolved in a judicial proceeding in accordance with the dispute resolution provisions of this Agreement.

In any arbitration arising as described in this Section, the arbitrator will have full authority to manage any necessary exchange of information among the parties with a view to achieving an efficient and economical resolution of the dispute. The parties may only serve reasonable requests for documents, which must be limited to documents upon which a party intends to rely or documents that are directly relevant and material to a significant disputed issue in the case or to the case's outcome. The document requests will be restricted in terms of time frame, subject matter and persons or entities to which the requests pertain, and will not include broad phraseology such as "all documents directly or indirectly related to." No interrogatories or requests to admit will be propounded, unless the parties later mutually agree to their use.

The provisions of this Section are intended to benefit and bind certain third-party non-signatories. The provisions of this Section will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Any provisions of this Agreement below that pertain to judicial proceedings will be subject to the agreement to arbitrate contained in this Section.

## **19.8 Governing Law; Consent to Jurisdiction; Injunctive Relief**

~~With respect to any claims, controversies or disputes which are not finally resolved through mediation or arbitration, or as otherwise provided above, you and the Controlling Principals hereby irrevocably submit themselves to the jurisdiction of the state courts of Johnson County, Texas and the Federal District Court nearest to our, or as applicable, our successor's or assign's then current principal office (currently, Burleson, Texas). You and the Controlling Principals hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision. You and the Controlling Principals~~

~~hereby agree that service of process may be made upon any of them in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by the State of Texas or federal law. You and the Controlling Principals further agree that venue for any proceeding relating to or arising out of this Agreement shall be Johnson County, Texas; provided, however, with respect to any action (1) for monies owed, (2) for injunctive or other extraordinary relief or (3) involving possession or disposition of, or other relief relating to, real property, we may bring such action in any State or Federal District Court which has jurisdiction. With respect to all claims, controversies, disputes or actions, related to this Agreement or the relationship created thereby, this Agreement and any such related claims, controversies, disputes or actions shall be governed, enforced and interpreted under the laws of the State of Texas.~~

ALL MATTERS RELATING TO MEDIATION AND/OR 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 (OR ANY OTHER AGREEMENT BETWEEN US AND OUR AFFILIATES, AND YOU AND YOUR AFFILIATES), THE FRANCHISE FOR YOUR SHOP, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY STATE LAW REGULATING THE OFFER OR 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 SECTION.

~~Notwithstanding anything to the contrary contained in Section 19.7 above, we and you each have the right, in a proper case, to seek injunctions, restraining orders and orders of specific performance from a court of competent jurisdiction, provided that we agree to contemporaneously submit its dispute for arbitration on the merits as provided herein.~~

We and you agree that all controversies, disputes, or claims between us or any of our affiliates (and our and their respective shareholders, officers, directors, agents, and employees), on the one hand, and you (and your Principals, guarantors, affiliates, and employees), on the other hand, arising out of or related to this Agreement or any other agreement between you (or any of your owners) and us (or any of our affiliates) or our relationship with you must be commenced exclusively in the state or federal court closest to our (or our successor's or assign's, as applicable) then-current principal place of business (currently, Burleson, Texas) and the parties irrevocably consent to the jurisdiction of those courts and waive any objection to either the jurisdiction of or venue in those courts. Nonetheless, the parties agree that any of us may enforce any arbitration orders and awards in the courts of the state or states in which you or your Principals are or your Shop is located.

~~You agree that we will not be required to post a bond to obtain any injunctive relief and 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 reason of the wrongful issuance of such injunction are hereby expressly waived. If we secure any such injunction or order of specific performance, you agree to pay to us an amount equal to the aggregate of our costs of obtaining such relief including, without limitation, reasonable legal fees, costs and expenses as provided in this Section and any damages incurred by us as a result of the breach of any such provision.~~

### **~~19.9 Agreement Regarding Governing Law and Choice of Forum~~**

You, ~~the Controlling Principals~~ and we acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 19.8 above provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or the parties' relationship created by this Agreement. ~~Each of y~~You, ~~the Controlling Principals~~ and we further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement.

### **19.9 LIMITATION OF CLAIMS**

EXCEPT FOR CLAIMS ARISING FROM YOUR NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS YOU OWE US, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT (OR ANY OTHER AGREEMENT BETWEEN US AND OUR AFFILIATES, AND YOU AND YOUR AFFILIATES), THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE BARRED UNLESS A JUDICIAL OR ARBITRATION PROCEEDING IS COMMENCED IN ACCORDANCE WITH THIS AGREEMENT WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIMS.

### **19.10 Waiver of Punitive Damages**

You, ~~the Controlling Principals~~ and we hereby waive, to the fullest extent permitted by law, any right to or claim or any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, ~~without limitation,~~ loss of profits) against either party, their officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, either party ~~shall~~will be limited to the recovery of any actual damages sustained by it. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions of waiver by agreement of punitive, exemplary, incidental, indirect, special, consequential or other damages (including, ~~without limitation,~~ loss of profits) ~~shall~~will continue in full force and effect.

### **19.11 Execution in Multiple Counterparts**

This Agreement may be executed in multiple counterparts, each of which when so executed ~~shall~~will be an original, and all of which ~~shall~~will constitute one and the same instrument.

### **19.12 ~~Captions~~Delegation**

~~The captions used in connection with the sections and subsections of this Agreement are inserted only for purpose of reference. Such captions shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor shall such captions otherwise be given any legal effect.~~

You agree that we have the right to delegate the performance of any portion or all of our obligations under this Agreement to third party designees, whether these designees are our agents or independent contractors with whom we have contracted to perform these obligations. If we do so,

such third-party designees will be obligated to perform the delegated functions for you in compliance with this Agreement.

### 19.13 Survival of Terms

Any obligation of your or ~~the Controlling your~~ Principals ~~that contemplates performance of such obligations after termination or~~ which expressly or by their nature survive this Agreement's expiration ~~of this Agreement or termination~~ or the transfer of any interest of you or ~~the Controlling your~~ Principals therein, ~~shall will~~ be deemed to survive such termination, expiration or transfer. Without limiting the generality of the foregoing, the parties expressly acknowledge that each of the following provisions of this Agreement will survive the Agreement's expiration or termination: Article 10 (Confidentiality and Non-Competition Covenants); Article 15 (Indemnification); Article 16 (Relationship of the Parties); Article 18 (Post-Termination); Article 19 (Miscellaneous); and Section 20.3 (Privacy and Information Security).

### 19.14 Severability of Provisions

Except as expressly provided to the contrary herein, each portion, section, part, term and provision of this Agreement ~~shall will~~ be considered severable; and if, for any reason, any portion, section, part, term or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, this ~~shall will~~ not impair the operation of, or have any other effect upon, the other portions, sections, parts, terms or provisions of this Agreement that may remain otherwise intelligible, and the latter ~~shall will~~ continue to be given full force and effect and bind the parties; the invalid portions, sections, parts, terms or provisions ~~shall will~~ be deemed not to be part of this Agreement; and there ~~shall will~~ be automatically added such portion, section, part, term or provision as similar as possible to that which was severed which ~~shall will~~ be valid and not contrary to or in conflict with any law or regulation.

### 19.15 Joint and Several Obligations

All references herein to the masculine, neuter or singular ~~shall will~~ be construed to include the masculine, feminine, neuter or plural, where applicable. ~~Without limiting the obligations individually undertaken by the Controlling Principals under this Agreement, all acknowledgments, promises, covenants, agreements and obligations made or undertaken by you in this Agreement shall be deemed, jointly and severally, undertaken by all of the Controlling Principals.~~

### 19.16 Rights and Remedies Cumulative

All rights and remedies of the parties to this Agreement ~~shall will~~ be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between you or any of your affiliates and us. The rights and remedies of the parties to this Agreement ~~shall will~~ be continuing and ~~shall will~~ not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination or exercise of our rights pursuant to Article 17 of this Agreement ~~shall will~~ not discharge or release you or any of ~~the Controlling your~~ Principals from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

## 19.17 Terminology

The term “~~your Principals~~” ~~shall include, collectively and individually, (1) your spouse, if you are an individual, (2) all officers, directors, managers and general partners (or persons holding comparable positions in non-corporate entities) of you and (3) all officers, directors, managers and general partners (or persons holding comparable positions in non-corporate entities) of any Controlling Principal that itself is an entity, in each case whom we designate as your Principals and all holders of an ownership interest in you and of any entity directly or indirectly controlling you, and any other person or entity controlling, controlled by or under common control with you. As used in this Section 19.17, the terms “control” and “controlling” shall mean the power to influence the management decisions of the specified person and shall in any case be deemed to exist where the second person holds ten percent (10%) or more of the total ownership interest in the specified person, serves on any board of directors or comparable body of such specified person or acts as an officer, general partner or manager thereof (or holds a comparable position in a non-corporate entity). The initial Principals shall be listed on Attachment C~~ means any person that owns a direct or indirect ownership interest in you. The term “Controlling Principals” ~~shall include, collectively and individually,~~means any Principal who has been designated by us as a Controlling Principal hereunder. For purposes of this Agreement, a publicly held corporation is a corporation registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, or a corporation subject to the requirements of Section 15(d) of such Act. References to “including” and its derivative forms mean “including, without limitation.” The term “affiliate” means any person or Entity directly or indirectly owned or controlled by, under common control with, or owning or controlling you or us. The term “control” means the power to direct or cause the direction of management and policies. The term “person” means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity. The captions used in connection with the sections and subsections of this Agreement are inserted only for purpose of reference. Such captions will not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor will such captions otherwise be given any legal effect.

## 19.18 References

Each reference in this Agreement to a corporation or partnership ~~shall~~will be deemed to also refer to a limited liability company and any other entity or organization similar thereto. Each reference to the organizational documents, equity owners, directors, and officers of a corporation in this Agreement ~~shall~~will be deemed to refer to the functional equivalents of such organizational documents, equity owners, directors, and officers, as applicable, in the case of a limited liability company or any other entity or organization similar thereto.

## 19.19 No Rights or Remedies Except to the Parties

Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor ~~shall~~will be deemed, to confer upon any person or legal entity other than you, us, our officers, directors, members and employees and such of your and our respective successors and assigns as may be contemplated (and, as to you, authorized by Article 14), any rights or remedies under or as a result of this Agreement.

## 19.20 Effectiveness of Agreement

This Agreement ~~shall~~will not become effective until signed by an authorized officer of ours.

## 19.21 Modification of the System

You understand and agree that the System must not remain static if it is to meet, without limitation, presently unforeseen changes in technology, competitive circumstances, demographics, populations, consumer trends, societal trends and other marketplace variables, and if it is to best serve the interests of us, you and all other franchisees. Accordingly, you expressly understand and agree that we may from time to time change the components of the System including, but not limited to, altering the products, programs, services, methods, standards, forms, policies and procedures of that System; abandoning the System altogether in favor of another system in connection with a merger, acquisition, other business combination or for other reasons; adding to, deleting from or modifying those products, programs and services which your ~~Franchised Business~~Shop is authorized and required to offer; modifying or substituting entirely the building, premises, equipment, signage, trade dress, décor, color schemes and uniform specifications and all other unit construction, design, appearance and operation attributes which you are required to observe hereunder; and changing, improving, modifying, or substituting other words or designs for, the Marks. You expressly agree to comply with any such modifications, changes, additions, deletions, substitutions and alterations; provided, however, that such changes ~~shall~~will not materially and unreasonably increase your obligations hereunder.

You ~~shall~~will accept, use and effectuate any such changes or modifications to, or substitution of, the System as if they were part of the System at the time that this Agreement was executed.

We ~~shall~~will not be liable to you for any expenses, losses or damages sustained by you as a result of any of the modifications contemplated hereby. You hereby covenant not to commence or join in any litigation or other proceeding against us or any third party complaining of any such modifications or seeking expenses, losses or damages caused thereby. You expressly waive any claims, demands or damages arising from or related to the foregoing activities including, ~~without limitation,~~ any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

## 19.22 Operation in the Event of Absence or Disability

~~In order to prevent any interruption of the Franchised Business operations which would cause harm to the Franchised Business, thereby depreciating the value thereof, you authorize us, who may, at our option, in the event that you are absent for any reason or are incapacitated by reason of illness and are unable, in our sole and reasonable judgment, to operate the Franchised Business, operate the Franchised Business for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement. All monies from the operation of the Franchised Business during such period of operation by us shall be kept in a separate account, and the expenses of the Franchised Business, including reasonable compensation and expenses for our representative, shall be charged to said account. If, as herein provided, we temporarily operate the Franchised Business franchised herein for you, you agree to indemnify and hold harmless us and any representative of ours who may act hereunder, from any and all acts which we may perform, as regards the interests of you or third parties.~~

## 19.23 19.22 Step-In Rights

~~If we determine in our sole judgment that the operation of your business is in jeopardy, or if a default occurs, then in order to prevent an interruption of the Franchised Business which would cause harm to the System and thereby lessen its value, you authorize us to operate your business for as long as we deem necessary and practical, and without waiver of any other rights or remedies which we may have under this Agreement. In our sole judgment, we may deem you incapable of operating the Franchised~~

~~Business if, without limitation, you are absent or incapacitated by reason of illness or death; you have failed to pay when due or have failed to remove any and all liens or encumbrances of every kind placed upon or against your business; or we determine that operational problems require that we operate your business for a period of time that we determine, in our sole discretion, to be necessary to maintain the operation of the business as a going concern.~~

We (or a third party we designate) may assume the management of your Shop under the following circumstances: (1) if you abandon or fail to actively operate your Shop; (2) if we are entitled to terminate the Agreement under Article 17 above; or (3) if the Agreement expires or is terminated and we are deciding whether to exercise our option to purchase your Shop under Section 18.15. If we exercise our rights under clauses (1) or (2) above, that will not affect our right to terminate the Agreement under Article 17 above, and you agree to pay us (in addition to the Royalty Fee, the Fund contributions, and other amounts due under the Agreement) an amount equal to 5% of Gross Sales, plus the direct out-of-pocket costs and expenses incurred in the operation of your Shop, for any period we deem appropriate. If we or a third party we designate assumes the management of your Shop, you acknowledge that we or such third party will have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations your Shop incurs, or to any of your creditors for any supplies, products, or other assets or services your Shop purchases, while we or such third party manages your Shop.

~~We shall keep in a separate account all monies generated by the operation of your business, less the expenses of the business, including reasonable compensation and expenses for our representatives. In the event of our exercise of the Step In Rights, you agree to hold harmless us and our representatives for all actions occurring during the course of such temporary operation. You agree to pay all of our reasonable attorneys' fees and costs incurred as a consequence of our exercise of the Step In Rights. Nothing contained herein shall prevent us from exercising any other right which we may have under this Agreement, including, without limitation, termination.~~

#### **19.2419.23 Costs and Legal Fees**

If we are required to enforce this Agreement in a judicial or arbitration proceeding, you ~~shall~~will reimburse us for our costs and expenses, including, ~~without limitation,~~ reasonable accountants', attorneys', attorney assistants', 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 you to comply with this Agreement, you ~~shall~~will reimburse us for any of the above-listed costs and expenses incurred by us.

## **ARTICLE 20 TECHNOLOGY**

### **20.1 Computer Systems and Software**

The following terms and conditions ~~shall~~will apply with respect to your computer system:

20.1.1 We ~~shall~~will have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware to be used by, between, or among Pokemoto Shops, including ~~without limitation:~~ (a) back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems; (b) Point of Sale Systems; (c) physical, electronic, and other security systems; (d) printers and other peripheral devices; (e) archival back-up systems; and (f) internet access mode and speed (collectively, the "Computer System").

20.1.2 We shall will have the right, but not the obligation, to develop or have developed for us, or to designate: (a) computer software programs and accounting system software that you must use in connection with the Computer System (“Required Software”), which you shall will install; (b) updates, supplements, modifications, or enhancements to the Required Software, which you shall will install; (c) the tangible media upon which you shall will record data; and (d) the database file structure of your Computer System.

20.1.3 You shall will record all sales on computer-based point of sale systems approved by us or on such other types of systems as may be designated by us in the Manual or otherwise in writing (“Point of Sale Systems”), which shall will be deemed part of your Computer System.

20.1.4 You shall will make, from time to time, such upgrades and other changes to the Computer System and Required Software as we may request in writing (collectively, “Computer Upgrades”).

20.1.5 You shall will comply with all specifications issued by us with respect to the Computer System and the Required Software, and with respect to Computer Upgrades. You shall will also afford us unimpeded access to your Computer System and Required Software as we may request, in the manner, form, and at the times requested by us.

## 20.2 Data

We may, from time to time, specify in the Manual or otherwise in writing the information that you shall will collect and maintain on the Computer System installed at the your Shop, and you shall will provide to us such reports as we may reasonably request from the data so collected and maintained. ~~All data pertaining to the Shop, and all data created or collected by you in connection with the System, or in connection with your operation of the Shop (including without limitation data pertaining to or otherwise concerning the Shop’s customers) or otherwise provided by you (including, without limitation, data uploaded to, or downloaded from your Computer System) is and will be owned exclusively by us, and we will have the right to use such data in any manner that we deem appropriate without compensation to you. Copies and/or originals of such data must be provided to us upon our request. We hereby license use of such data back to you for the term of this Agreement, at no additional cost, solely for your use in connection with the business franchised under this Agreement.~~

## 20.3 Privacy and Information Security

You shall will abide by all applicable laws pertaining to privacy of information collected or maintained regarding customers or other individuals (“Privacy”), and shall will comply with our standards and policies pertaining to Privacy. If there is a conflict between our standards and policies pertaining to Privacy and applicable law, you shall will: (a) comply with the requirements of applicable law; (b) immediately give us written notice of said conflict; and (c) promptly and fully cooperate with us and our counsel as we may request to assist us in our determination regarding the most effective way, if any, to meet our standards and policies pertaining to Privacy within the bounds of applicable law.

You may from time to time have access to information that can be used to identify an individual, including names, addresses, telephone numbers, e-mail addresses, signatures, passwords, financial information, credit card information, biometric or health data, government-issued identification numbers and credit report information (“Personal Information”). You may gain access to such Personal Information from us, our affiliates, our vendors, or your own operations. You acknowledge and agree that all Personal Information (other than Restricted Data, defined below) is our Confidential Information and is subject to the protections in Article 10.

During and after the Term, you (and if you are conducting business as an entity, each of your Principals) agree to, and to cause your respective current and former employees, representatives, affiliates, successors and assigns to: (a) process, retain, use, collect, and disclose all Personal Information only in strict accordance with all applicable laws, regulations, orders, the guidance and codes issued by industry or regulatory agencies, and the privacy policies and terms and conditions of any applicable Website; (b) assist us with meeting our compliance obligations under all applicable laws and regulations relating to Personal Information, including the guidance and codes of practice issued by industry or regulatory agencies; and (c) promptly notify us of any communication or request from any customer or other data subject to access, correct, delete, opt-out of, or limit activities relating to any Personal Information.

If you become aware of a suspected or actual breach of security or unauthorized access involving Personal Information, you will notify us immediately and specify the extent to which Personal Information was compromised or disclosed. You also agree to follow our instructions regarding curative actions and public statements relating to the breach. We reserve the right to conduct a data security and privacy audit of your Shop and your Shop’s computer systems at any time, from time to time, to ensure that you are complying with our requirements. You must promptly notify us if you receive any complaint, notice, or communication, whether from a governmental agency, customer or other person, relating to any Personal Information, or your compliance with your obligations relating to Personal Information under this Agreement, and/or if you have any reason to believe you will not be able to satisfy any of your obligations relating to Personal Information under this Agreement.

Notwithstanding anything to the contrary in this Agreement or otherwise, you agree that we do not control or own any of the following Personal Information (collectively, the “Restricted Data”): (a) any Personal Information of the employees, officers, contractors, owners or other personnel of you, your affiliates, or your Shop; (b) such other Personal Information as we from time to time expressly designate as Restricted Personal Data; and/or (c) any other Personal Information to which we do not have access. Regardless of any guidance we may provide generally and/or any specifications that we may establish for other Personal Information, you have sole and exclusivity responsibility for all Restricted Data, including establishing protections and safeguards for such Restricted Data; provided, that in each case you agree to comply with all applicable laws, regulations, orders, and the guidance and codes issued by industry or regulatory agencies applicable to such Restricted Data.

## **20.4 Telecommunications**

You ~~shall~~will comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to establishing and maintaining telecommunications connections between your Computer System and our Intranet (as defined below), if any, and/or such other computer systems as we may reasonably require.

## 20.5 Intranet

We may establish a website providing private and secure communications between us, you, franchisees, licensees and other persons and entities as determined by us, in our sole discretion (an “Intranet”). You ~~shall~~will comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to connecting to the Intranet, and utilizing the Intranet in connection with the operation of ~~the~~your Shop. The Intranet may include, ~~without limitation,~~ the Manuals, training other assistance materials, and management reporting solutions (both upstream and downstream, as we may direct). You ~~shall~~will purchase and maintain such computer software and hardware as may be required to connect to and utilize the Intranet.

## 20.6 On-line Use of Marks

You ~~shall~~will not use the Marks or any abbreviation or other name associated with us and/or the System as part of any e-mail address, domain name, and/or other Website or social media account. You agree not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without our prior written consent as to your plan for transmitting such advertisements.

## 20.7 No Outsourcing Without Prior Written Consent

You ~~shall~~will not hire third party or outside vendors to perform any services or obligations in connection with the Computer System, Required Software, or any other of your obligations without our prior written approval therefor, unless we have designated an approved supplier to provide such services. Our consideration of any proposed outsourcing vendor(s) may be conditioned upon, among other things, such third party or outside vendor’s entry into a confidentiality agreement with us and you in a form that is reasonably provided by us.

## 20.8 Changes to Technology

You and we acknowledge and agree that changes to technology are dynamic and not predictable within the ~~†Term of this Agreement~~. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we ~~shall~~will have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and you agree that you ~~shall~~will abide by those reasonable new standards established by us as if this Article 20 were periodically revised by us for that purpose. You acknowledge and understand that this Agreement does not place any limitations on either our right to require you to obtain Computer Upgrades or the cost of such Computer Upgrades.

## 20.9 Branded Emails

If we require you to obtain and use such an email address, you must do so according to our then-current System Standards. You acknowledge and agree that we will have unrestricted access to and sole ownership of all such email accounts, and all document, data, materials, and messages shared from or by such accounts. We may deactivate any such account or limit your or your users’ access to it at any time.

## **ARTICLE 21**

### **SECURITY INTERESTS**

#### **21.1 Collateral**

You grant to us a security interest (“Security Interest”) in all of the furniture, fixtures, equipment, signage, and realty (including your interests under all real property and personal property leases) ~~of the, which are hereby collaterally assigned to us as security for payment of your obligations hereunder~~ of your Shop, together with all similar property now owned or hereafter acquired, additions, substitutions, replacements, proceeds, and products thereof, wherever located, used in connection with ~~the~~your Shop. All items in which a security interest is granted are referred to as the “Collateral”.

#### **21.2 Indebtedness Secured**

The Security Interest is to secure payment of the following (the “Indebtedness”):

21.2.1 All amounts due under this Agreement or otherwise by you;

21.2.2 All sums which we may, at our option, expend or advance for the maintenance, preservation, and protection of the Collateral, including, ~~without limitation,~~ payment of rent, taxes, levies, assessments, insurance premiums, and discharge of liens, together with interest, or any other property given as security for payment of the Indebtedness;

21.2.3 All expenses, including reasonable attorneys’ fees, which we incur in connection with collecting any or all Indebtedness secured hereby or in enforcing or protecting our rights under the Security Interest and this Agreement; and

21.2.4 All other present or future, direct or indirect, absolute or contingent, liabilities, obligations, and indebtedness of you to us or third parties under this Agreement, however created, and specifically including all or part of any renewal or extension of this Agreement, whether or not you execute any extension agreement or renewal instruments.

21.2.5 Our security interest, as described herein, ~~shall~~will be subordinated to any financing related to your operation of ~~the~~your Shop, including, but not limited to, a real property mortgage and equipment leases.

#### **21.3 Additional Documents**

You will from time to time as required by us join with us in executing any additional documents and one or more financing statements pursuant to the Uniform Commercial Code (and any assignments, extensions, or modifications thereof) in form satisfactory to us.

#### **21.4 Possession of Collateral**

Upon default and termination of your rights under this Agreement, we ~~shall~~will have the immediate right to possession and use of the Collateral.

## 21.5 Our Remedies in Event of Default

You agree that, upon the occurrence of any default set forth above, the full amount remaining unpaid on the Indebtedness secured ~~shall~~will, at our option and without notice, become due and payable immediately, and we ~~shall~~will then have the rights, options, duties, and remedies of a secured party under, and you ~~shall~~will have the rights and duties of a debtor under, the laws of the State of Texas or other applicable law, including, ~~without limitation,~~ our right to take possession of the Collateral and without legal process to enter any premises where the Collateral may be found. Any sale of the Collateral may be conducted by us in a commercially reasonable manner. Reasonable notification of the time and place of any sale ~~shall~~will be satisfied by mailing to you pursuant to the notice provisions set forth above.

## 21.6 Special Filing as Financing Statement

This Agreement ~~shall~~will be deemed a Security Agreement and a Financing Statement. This Agreement may be filed for record in the real estate records of each county in which the Collateral, or any part thereof, is situated and may also be filed as a Financing Statement in the counties or in the office of the Secretary of State, as appropriate, in respect of those items of Collateral of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code as in effect in the appropriate jurisdiction.

## ARTICLE 22

### YOUR REPRESENTATIONS AND ACKNOWLEDGMENTS

#### 22.1 Your Representations

You represent and warrant to us, with the intention that we are relying thereon in entering into this Agreement, that:

~~22.1.1 If you are a corporation, limited liability company, general partnership, partnership, or limited partnership, then you are organized under the laws of the state of your principal place of business (or another state which you have identified to us) and are in good standing with and qualified to do business in each state and political/governmental subdivision having jurisdiction over the Shop.~~

~~22.1.2 If you are a corporation, limited liability company, general partnership, partnership, or limited partnership, you have all corporate power and authority to execute, deliver, consummate and perform this Agreement, and it will be binding upon you and your successors and assigns when executed.~~

~~22.1.3~~22.1.1 You do not have any material liabilities, adverse claims, commitments or obligations of any nature as of the date of execution of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise which are not reflected as liabilities on the balance sheets of your current financial statements, which you have furnished to us before the execution of this Agreement.

~~22.1.4~~22.1.2 As of the date of execution of this Agreement, there are no actions, suits, proceedings or investigations pending or, to your knowledge or the knowledge any of your officers, directors, principal shareholders, proprietors, partners or principals (as applicable) after due inquiry, threatened, in any court or arbitral forum, or before any governmental agency or instrumentality, nor to the best of your knowledge or the knowledge of any such persons or entities (after due inquiry) is there any basis for any claim, action, suit, proceeding or investigation which

affects or could affect, directly or indirectly, any of your assets, properties, rights or business; your right to operate and use your assets, properties or rights to carry on your business; and/or which affects or could affect your right to assume and carry out in all respects the duties, obligations and responsibilities specified in this Agreement.

~~22.1.5~~22.1.3 Neither you nor any of your Principals is a party to any contract, agreement, covenant not to compete or other restriction of any type which may conflict with, or be breached by, the execution, delivery, consummation and/or performance of this Agreement.

~~22.1.6~~22.1.4 All of your representations and warranties contained in this Agreement are complete, correct and accurate as of the date of execution of this Agreement and will survive any termination or expiration of this Agreement.

[Signature Page to Follow]

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the date first above written.

FRANCHISOR:  
POKE CO HOLDINGS LLC  
a Connecticut limited liability company

ATTEST:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Accepted On: \_\_\_\_\_  
(the "Effective Date")

FRANCHISEE:

\_\_\_\_\_  
Witness

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

**CONTROLLING PRINCIPALS**  
**ATTACHMENT A TO THE FRANCHISE AGREEMENT**

~~Each of the undersigned acknowledges and agrees as follows:~~

**APPROVED LOCATION; OWNERS; OTHER DATA**

~~1. Each has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this guaranty and the undertakings of the Controlling Principals in the Franchise Agreement are in partial consideration for, and a condition to, the granting of this license, and that Franchisor would not have granted this license without the execution of this guaranty and such undertakings by each of the undersigned;~~Franchisee

~~2. Each is included in the term "Controlling Principals" as described in Section 19.17 of the Franchise Agreement;~~

~~3. Each individually, jointly and severally, makes all of the covenants, representations, warranties and agreements of the Controlling Principals set forth in the Franchise Agreement and is obligated to perform thereunder; and~~

~~4. Each individually, jointly and severally, unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Franchisee's obligations under the Franchise Agreement will be punctually paid and performed. Upon default by Franchisee or upon notice from Franchisor, each will immediately make each payment and perform each obligation required of Franchisee under the Franchise Agreement. Without affecting the obligations of any of the Controlling Principals under this guaranty, Franchisor may, without notice to the Controlling Principals, waive, renew, extend, modify, amend or release any indebtedness or obligation of Franchisee or settle, adjust or compromise any claims that Franchisor may have against Franchisee. Each of the Controlling Principals waives all demand and notices of every kind with respect to the enforcement of this guaranty, including, without limitation, notice of presentment, demand for payment or performance by Franchisee, any default by Franchisee or any guarantor and any release of any guarantor or other security for this guaranty or the obligations of Franchisee. Franchisor may pursue its rights against any of the Controlling Principals, jointly or severally, without first exhausting its remedies against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy. Upon receipt by Franchisor of notice of the death of any of the Controlling Principals, the estate of the deceased will be bound by the foregoing guaranty, but only for defaults and obligations under the Franchise Agreement existing at the time of death, and in such event, the obligations of the remaining Controlling Principals shall continue in full force and effect.~~

ATTEST:

CONTROLLING PRINCIPALS:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Witness Phone: \_\_\_\_\_ Name: \_\_\_\_\_

Email: \_\_\_\_\_

~~ATTACHMENT A TO THE FRANCHISE AGREEMENT~~  
~~ACCEPTED LOCATION AND TERRITORY~~

1. ~~ACCEPTED LOCATION~~  
(If Not a Natural Person):

Type of Entity: \_\_\_\_\_  
State Formed: \_\_\_\_\_  
Date Formed: \_\_\_\_\_

2. Ownership of You (If You Are Not a Natural Person): Following are all persons holding direct and indirect ownership or membership interests in you and a description of the nature of their interest:

<u>Name</u>	<u>Address</u>	<u>Type of Interest</u>	<u>Percentage Held</u>
			%
			%
			%
			%

3. Your Principals and Controlling Principal: Following are your Controlling Principal and all other Principals described in and designated pursuant to Section 19.17 of the Franchise Agreement:

<u>Name</u>	<u>Designation</u>
	<u>Controlling Principal</u>
	<u>Principal</u>
	<u>Principal</u>
	<u>Principal</u>
	<u>Principal</u>

4. Approved Location: Pursuant to Section 1.2 of the Franchise Agreement, ~~the~~your Shop ~~shall~~will be located at the following ~~Accepted Location~~site:

\_\_\_\_\_

FRANCHISOR:  
POKE CO HOLDINGS LLC

FRANCHISEE:

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

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

## ATTACHMENT B TO THE FRANCHISE AGREEMENT

### ~~COLLATERAL ASSIGNMENT OF LEASE~~ OWNER'S GUARANTY

~~FOR VALUE RECEIVED~~, the undersigned (“Assignor”) assigns, transfers and sets over to Poke Co Holdings LLC, a Connecticut limited liability company (“Assignee”), all of Assignor’s right and title to and interest in that certain “Lease” a copy of which is attached as Exhibit A respecting premises commonly known as \_\_\_\_\_ . This assignment is for collateral purposes only and except as specified in this document Assignee will have no liability or obligation of any kind whatsoever arising from or in connection with this assignment or the Lease unless and until Assignee takes possession of the premises the Lease demises according to the terms of this document and assumes Assignor’s obligations under the Lease.

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS (“Guaranty”) is given by the persons indicated below who have executed this Guaranty (each a “Guarantor”) to be effective as of the Effective Date of the Agreement (defined below).

~~Assignor represents and warrants to Assignee that it has full power and authority to assign the Lease and that Assignor has not previously assigned or transferred and is not otherwise obligated to assign or transfer any of its interest in the Lease or the premises it demises.~~

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement executed concurrently herewith (as amended, restated, or supplemented, the “Agreement”) by and between Poke Co Holdings LLC (the “Franchisor”), and \_\_\_\_\_ (“Franchisee”), each Guarantor hereby personally and unconditionally (a) guarantees to Franchisor, and its successor and assigns that Franchisee will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement, and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in 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.

~~Upon Assignor’s default under the Lease or under the “Franchise Agreement” for a Shop between Assignee and Assignor or in the event Assignor defaults under any document or instrument securing the Franchise Agreement Assignee has the right to take possession of the premises the Lease demises and expel Assignor from the premises. In that event Assignor will have no further right and title to or interest in the Lease but will remain liable to Assignee for any past due rental payments or other charges Assignee is required to pay Lessor to effectuate the assignment this document contemplates.~~

Each Guarantor waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed, and (4) any right such Guarantor may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed.

~~Assignor agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without Assignee’s prior written consent. Throughout the term of the Franchise Agreement Assignor agrees that it will elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days before the last day upon which the option must be exercised unless Assignee agrees otherwise in writing. Upon Assignee’s failure to agree otherwise in writing and upon Assignor’s failure to elect to extend or renew the Lease as required Assignor appoints Assignee as its true~~

and lawful attorney-in-fact with the authority to exercise the extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting the extension or renewal.

ASSIGNEE:

ASSIGNOR:

~~POKE CO HOLDINGS LLC~~

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**~~CONSENT TO COLLATERAL ASSIGNMENT AND AGREEMENT OF LESSOR~~**

~~The undersigned Lessor under the Lease~~ Each Guarantor hereby consents and agrees that:

~~(a) Agrees to notify Assignee in writing of and upon Assignor's failure to cure any default by Assignor under the Lease;~~

(a) Franchisor may proceed against any Guarantor and/or Franchisee, jointly and severally, including by proceeding against Guarantor, without having commenced any action, or having obtained any judgment against any other Guarantor or Franchisee;

~~(b) Agrees that Assignee will have the right, but not the obligation, to cure any default by Assignor under the Lease within thirty (30) days after Lessor's delivery of notice of the default under section (a) above;~~

(b) Guarantor will render any payment or performance required under the Agreement on demand if Franchisee fails or refuses punctually to do so;

~~(e) Consents to the Collateral Assignment and agrees that if Assignee takes possession of the premises the Lease demises and confirms to Lessor that it has assumed the Lease as tenant, Lessor will recognize Assignee as tenant under the Lease, provided that Assignee cures within the thirty (30) day period noted in section (b) above Assignor's defaults under the Lease; and~~

(c) Guarantor's liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement;

~~(d) Agrees that Assignee may further assign the Lease to or enter into a sublease with a person, firm or corporation who agrees to assume the tenant's obligations under the Lease and is reasonably acceptable to Lessor and that upon that assignment Assignee will have no further liability or obligation under the Lease as assignee, tenant or otherwise, other than to certify that the additional assignee or sublessee operates the premises the Lease demises as a Shop.~~

(d) Guarantor is bound by the restrictive covenants, confidentiality provisions, and indemnification provisions contained in the Agreement, and any and all provisions that by their terms apply to owners of Franchisee;

(e) At Franchisor's request, Guarantor agrees to provide the updated financial information to us as may be reasonably necessary to demonstrate his or her ability to satisfy the obligations of the franchise owners under the Agreement;

Dated: \_\_\_\_\_

(f) This Guaranty will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee or any assignee or successor of Franchisee or by any abandonment of the Agreement by a trustee of Franchisee. Neither Guarantor's obligations to make payment or render performance in accordance with the terms of this Guaranty nor any remedy for enforcement will be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Franchisee or its estate in bankruptcy or of any remedy for enforcement;

(g) Guarantor agrees to pay all costs and expenses (including attorneys' fees) incurred by Franchisor or any of its affiliates in connection with the enforcement of this Guaranty, including any collection or attempt to collect amounts due, or any negotiations relative to the obligations hereby guaranteed; and

(h) Guarantor agrees to be personally bound by the dispute resolution provisions under the Agreement, including, Section 19.7 (Arbitration), Section 19.8 (Governing Law; Injunctive Relief), Section 19.9 (Agreement Regarding Governing Law and Choice of Forum), and Section 19.10 (Waiver of Punitive Damages).

By signing below, the undersigned spouse of each Guarantor indicated below, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty. Each Guarantor represents and warrants that, if no signature appears below for such Guarantor's spouse, such Guarantor is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of a marital estate.

Each Guarantor that is a business entity, retirement or investment account, or trust acknowledges and agrees that if Franchisee (or any of its affiliates) is delinquent in payment of any amounts guaranteed hereunder, that no dividends or distributions may be made by such Guarantor (or on such Guarantor's account) to its owners, accountholders or beneficiaries or otherwise, for so long as such delinquency exists, subject to applicable law.

This Guarantee is binding upon each Guarantor and its respective executors, administrators, heirs, beneficiaries, and successors in interest.

*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, each of the undersigned has affixed his signature to be effective as of the Effective Date.

<u>GUARANTOR(S)</u>	<u>SPOUSE(S)</u>
<u>Name:</u> _____ <u>Sign:</u> _____ <u>Address:</u> _____ _____ _____	<u>Name:</u> _____ <u>Sign:</u> _____ <u>Address:</u> _____ _____ _____
<u>Name:</u> _____ <u>Sign:</u> _____ <u>Address:</u> _____ _____ _____	<u>Name:</u> _____ <u>Sign:</u> _____ <u>Address:</u> _____ _____ _____

~~ATTACHMENT C TO THE FRANCHISE AGREEMENT~~

~~STATEMENT OF OWNERSHIP INTERESTS AND FRANCHISEE'S PRINCIPALS~~

~~A. The following is a list of all shareholders, partners or other investors in Franchisee, including all investors who own or hold a direct or indirect interest in Franchisee, and a description of the nature of their interest:~~

~~Name Percentage of Ownership/Nature of Interest~~

~~B. In addition to the persons listed in paragraph A., the following is a list of all of Franchisee's Principals described in and designated pursuant to Section 19.17 of the Franchise Agreement. Unless designated as a Controlling Principal, each of Franchisee's Principals shall execute the Confidentiality and Non-Competition Agreement substantially in the form set forth in Attachment D (see Sections 10.2.2 and 10.3.4 of the Franchise Agreement):~~

~~ATTACHMENT D TO THE FRANCHISE AGREEMENT  
CONFIDENTIALITY AND NON-COMPETITION AGREEMENT~~

~~(for trained employees, shareholders, officers, directors,  
general partners, members and managers of Franchisee)~~

~~In consideration of my being a \_\_\_\_\_ of ("Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:~~

~~1. Pursuant to a Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Franchise Agreement"), Franchisee has acquired the right and franchise from Poke Co Holdings LLC (the "Company") to establish and operate a Pokemoto Shop (the "Franchised Business") and the right to use in the operation of the Franchised Business the Company's trade names, service marks, trademarks, logos, emblems, and indicia of origin (the "Proprietary Marks"), as they may be changed, improved and further developed from time to time in the Company's sole discretion, only at the following authorized and Accepted Location: \_\_\_\_\_ (the "Accepted Location").~~

~~2. The Company, as the result of the expenditure of time, skill, effort and resources has developed and owns a distinctive format and system (the "System") relating to the establishment and operation of Franchised Businesses offering Poke salads and rice bowl products. The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes certain proprietary trade secrets, recipes, methods, techniques, formats, specifications, systems, procedures, methods of business practices and management, sales and promotional techniques and knowledge of, and experience in, the operation of the Franchised Business (the "Confidential Information").~~

~~3. Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.~~

~~4. As \_\_\_\_\_ of the Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me training programs, the Company's Confidential Operations Manuals (the "Manuals"), and other general assistance during the term of the Franchise Agreement.~~

~~5. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term of the Franchise Agreement, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.~~

~~6. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as \_\_\_\_\_ of the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information~~

~~has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.~~

~~7. Except as otherwise approved in writing by the Company, I shall not, while in my position with the Franchisee, either directly or indirectly for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any food service business which: (a) is the same as, or substantially similar to, a Franchised Business; or (b) offers to sell or sells any products or services which are the same as, or substantially similar to, any of the products offered by a Franchised Business (a "Competitive Business"); and for a continuous uninterrupted period commencing upon the cessation or termination of my position with Franchisee, regardless of the cause for termination, or upon the expiration, termination, transfer, or assignment of the Franchise Agreement, whichever occurs first, and continuing for two (2) years thereafter, either directly or indirectly, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any Competitive Business that is, or is intended to be, located at or within twenty (20) miles of any Franchised Business operating under the System and the Proprietary Marks.~~

~~The prohibitions in this Paragraph 7 do not apply to my interests in or activities performed in connection with a Franchised Business. This restriction does not apply to my ownership of less than five percent (5%) beneficial interest in the outstanding securities of any publicly held corporation.~~

~~8. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.~~

~~9. I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.~~

~~10. The Company is a third party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I have against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.~~

~~11. This Agreement shall be construed under the laws of the State of Texas. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.~~

~~ACKNOWLEDGED BY FRANCHISEE~~

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

~~ATTACHMENT E TO THE FRANCHISE AGREEMENT  
ELECTRONIC TRANSFER AUTHORIZATION  
AUTHORIZATION TO HONOR CHARGES DRAWN BY AND  
PAYABLE TO POKE CO HOLDINGS LLC (“COMPANY”)~~

~~Depositor hereby authorizes and requests \_\_\_\_\_ (the “Depository”) to initiate debit and credit entries to Depositor’s \_\_\_\_\_ checking or \_\_\_\_\_ savings account (select one) indicated below drawn by and payable to the order of Poke Co Holdings LLC, by Electronic Funds Transfer, provided there are sufficient funds in said account to pay the amount upon presentation.~~

~~Depositor agrees that the Depository’s rights with respect to each such charge shall be the same as if it were a check drawn by the Depository and signed by Depositor. Depositor further agrees that if any such charge is dishonored, whether with or without cause and whether intentionally or inadvertently, the Depository shall be under no liability whatsoever.~~

~~Depository Name: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Transit/ABA Number: \_\_\_\_\_ — Account Number: \_\_\_\_\_~~

~~This authority is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner to afford Company and Depository a responsible opportunity to act on such request.~~

~~Depositor: (Please Print)  
\_\_\_\_\_  
\_\_\_\_\_~~

~~Date Signed  
\_\_\_\_\_  
\_\_\_\_\_~~

~~Signature(s) of Depositor, as Printed Above~~

~~**Please attach a voided blank check, for purposes of setting up Bank and Transit Numbers.**~~

ATTACHMENT ~~FC~~ TO THE FRANCHISE AGREEMENT

CURRENT FORM OF LEASE RIDER

FORM LEASE RIDER

TO LEASE AGREEMENT DATED

BY AND BETWEEN

, AS "LANDLORD"

~~INTERNET WEB SITES AND LISTINGS AGREEMENT~~

~~THIS INTERNET WEB SITES AND LISTINGS AGREEMENT~~ (the "Internet Listing Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between Poke Co Holdings LLC, a Connecticut limited liability company (the "Franchisor"), and \_\_\_\_\_, a \_\_\_\_\_ (the "Franchisee").

, AS "TENANT" FOR THE DEMISED

PREMISES ("PREMISES") DESCRIBED THEREIN

**WITNESSETH:**

~~WHEREAS, Franchisee desires to enter into a Franchise Agreement with Franchisor for a "Pokemoto" Shop (the "Franchise Agreement"); and~~

This Rider and the provisions hereof are hereby incorporated into the body of the lease to which this Rider is attached (the "Lease"), and the provisions hereof will be cumulative of those set forth in the Lease, but to the extent of any conflict between any provisions of this Rider and the provisions of the Lease, this Rider will govern and control.

~~WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Internet Listing Agreement;~~

~~NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:~~

~~1. **DEFINITIONS**~~

1. **Consent to Collateral Assignment to Franchisor; Disclaimer.** Landlord acknowledges that Tenant intends to operate a Pokemoto Shop in the Premises, and that Tenant's rights to operate a Pokemoto Shop and to use the Pokemoto name, trademarks and service marks are solely pursuant to a franchise agreement ("Franchise Agreement") between Tenant and POKE CO HOLDINGS LLC ("Franchisor"). Tenant's operations at the Premises are independently owned and operated. Landlord acknowledges that Tenant alone is responsible for all obligations under the Lease unless and until Franchisor or another franchisee expressly, and in writing, assumes such obligations and takes actual possession of the Premises. Notwithstanding any provisions of this Lease to the contrary, Landlord hereby consents, without payment of a fee and without the need for further Landlord consent, to (i) the collateral assignment of Tenant's interest in this Lease to Franchisor to secure Tenant's obligations to Franchisor under the Franchise Agreement, or (ii) Franchisor's (or any entity owned or controlled by, or under common control with, Franchisor) succeeding to Tenant's interest in the Lease by mutual agreement of Franchisor and Tenant, or as a result of Franchisor's

exercise of rights remedies under such collateral assignment or as a result of Franchisor's termination of, or exercise of rights or remedies granted in or under, any other agreement between Franchisor and Tenant, or (iii) Tenant's, Franchisor's or any other franchisee of Franchisor's assignment of the Lease to another franchisee of Franchisor with whom Franchisor has executed its then-standard franchise agreement. Landlord, Tenant and Franchisor agree and acknowledge that simultaneously with such assignment pursuant to the immediately preceding sentence, Franchisor will be released from all liability under the Lease or otherwise accruing after the date of such assignment (in the event Franchisor is acting as the assignor under such assignment), but neither Tenant nor any other franchisee will be afforded such release in the event Tenant/such franchisee is the assignor unless otherwise agreed by Landlord. Landlord further agrees that all unexercised renewal or extension rights will not be terminated in the event of any assignment referenced herein but will inure to the benefit of the applicable assignee.

~~All terms used but not otherwise defined in this Internet Listing Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.~~

2. Notice and Cure Rights to Franchisor. Prior to exercising any remedies hereunder (except in the event of imminent danger to the Premises), Landlord will give Franchisor written notice of any default by Tenant, and commencing upon receipt thereof by Franchisor, Franchisor will have 10 additional days to the established cure period as is given to Tenant under the Lease for such default, provided that in no event will Franchisor have a cure period of less than (i) 10 days after Franchisor's receipt of such notice as to monetary defaults or (ii) 30 days after Franchisor's receipt of such notice as to non-monetary defaults. Landlord agrees to accept cure tendered by Franchisor as if the same was tendered by Tenant, but Franchisor has no obligation to cure such default. The initial address for notices to Franchisor is as follows:

## ~~2. **TRANSFER; APPOINTMENT**~~

~~2.1 Interest in Internet Web Sites and Listings. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of the Franchise Agreement, certain right, title, and interest in and to certain domain names, hypertext markup language, uniform resource locator addresses, and access to corresponding Internet web sites, and the right to hyperlink to certain web sites and listings on various Internet search engines (collectively, the "Internet Web Sites and Listings") related to the Shop or the Marks (all of which right, title, and interest is referred to herein as "Franchisee's Interest").~~

~~2.2 Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately direct all Internet Service Providers, domain name registries, Internet search engines, and other listing agencies (collectively, the "Internet Companies") with which Franchisee has Internet Web Sites and Listings: (i) to transfer all of Franchisee's Interest in such Internet Web Sites and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Internet Web Sites and Listings, Franchisee will immediately direct the Internet Companies to terminate such Internet Web Sites and Listings or will take such other actions with respect to the Internet Web Sites and Listings as Franchisor directs.~~

~~2.3 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Internet Listing Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney in fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish~~

~~the purposes of this Internet Listing Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Internet Listing Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:~~

~~2.3.1 Direct the Internet Companies to transfer all Franchisee's Interest in and to the Internet Web Sites and Listings to Franchisor;~~

~~2.3.2 Direct the Internet Companies to terminate any or all of the Internet Web Sites and Listings; and~~

~~2.3.3 Execute the Internet Companies' standard assignment forms or other documents in order to affect such transfer or termination of Franchisee's Interest.~~

~~2.4 Certification of Termination. Franchisee hereby directs the Internet Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.~~

~~2.5 Cessation of Obligations. After the Internet Companies have duly transferred all Franchisee's Interest in such Internet Web Sites and Listings to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations under, such Internet Web Sites and Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Internet Companies for the sums Franchisee is obligated to pay such Internet Companies for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interest, or for any other obligations not subject to the Franchise Agreement or this Internet Listing Agreement.~~

### ~~3. MISCELLANEOUS~~

~~3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Internet Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertable in, or in any way related to this Internet Listing Agreement.~~

~~3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Internet Listing Agreement.~~

~~3.3 No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Internet Web Sites and Listings.~~

~~3.4 Further Assurances. Franchisee agrees that at any time after the date of this Internet Listing Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Internet Listing Agreement.~~

~~3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Internet Listing Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Internet Listing Agreement.~~

~~3.6 Effect on Other Agreements. Except as otherwise provided in this Internet Listing Agreement, all provisions of the Franchise Agreement and exhibits and schedules thereto shall remain in effect as set forth therein.~~

~~3.7 Survival. This Internet Listing Agreement shall survive the Termination of the Franchise Agreement.~~

~~3.8 Joint and Several Obligations. All Franchisee's obligations under this Internet Listing Agreement shall be joint and several.~~

~~3.9 Governing Law. This Internet Listing Agreement shall be governed by and construed under the laws of the State of Texas, without regard to the application of conflict of law rules.~~

~~IN WITNESS WHEREOF, the undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.~~

FRANCHISOR:

FRANCHISEE: Poke Co Holdings LLC

1169 N. Burlison Boulevard, Suite 107-226  
Burlison, TX 76026

3. Non-disturbance from Mortgage Lenders. Notwithstanding anything contained in the Lease to the contrary or in conflict, it will be a condition of the Lease being subordinated to any mortgage, deed of trust, deed to secure debt or similar encumbrance on the Premises that the holder of such encumbrance agree not to disturb Tenant's rights under this Lease or Tenant's possession of the Premises, so long as Tenant is not in default of its obligations hereunder beyond an applicable grace or cure period provided herein (as may be extended from time to time pursuant to paragraph 6 immediately above).

**POKE CO HOLDINGS LLC**

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

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

**CHECK THE FOLLOWING PARAGRAPH THAT APPLIES. CHECK ONLY ONE. IF NONE IS CHECKED, THEN CLAUSE a) BELOW WILL BE APPLICABLE, AND CLAUSE b) BELOW WILL BE DEEMED DELETED**

A)  Landlord represents and warrants that on the date hereof no mortgage, deed of trust, deed to secure debt or similar encumbrance encumbers the Premises.

B)  A mortgage, deed of trust or deed to secure debt currently encumbers the Premises. It is a condition precedent to Tenant's obligations under this Lease that the holder of such encumbrance enter into a written subordination and non-disturbance agreement with Tenant, in form acceptable to Franchisor.

## TELEPHONE LISTING AGREEMENT

~~THIS TELEPHONE LISTING AGREEMENT (the "Telephone Listing Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between Poke Co Holdings LLC, a Connecticut limited liability company (hereinafter the "Franchisor"), and \_\_\_\_\_, a \_\_\_\_\_ (the "Franchisee").~~

4. Financing of Trade Fixtures by Franchisor and Security Interest. Any security interest or Landlord's lien in Tenant's trade fixtures, 'trade dress', equipment and other personal property in the Premises is hereby subordinated to any security interest and pledge granted to Franchisor in such items. The parties acknowledge that there may be certain personal property in the Premises which are not owned by Tenant, which property will not be subject to any lien of Landlord. Upon request, Landlord will grant the party who owns such property reasonable access to the Premises for the sole purpose of removing such property, provided such party repairs any damage caused by such removal and otherwise complies with Landlord's reasonable requirements with respect to such access.

### **WITNESSETH:**

5. Third Party Beneficiary. For so long as Franchisor holds a collateral assignment of the Lease, Franchisor is a third party beneficiary of the Lease, including, without limitation, this Rider, and as a result thereof, will have all rights (but not the obligation) to enforce the same.

~~WHEREAS, Franchisee desires to enter into a Franchise Agreement with Franchisor for the operation of a "Pokemoto" Shop (the "Franchise Agreement"); and~~

6. Franchisor Right to Enter. Landlord acknowledges that, under the Franchise Agreement, Franchisor or its appointee has the right to assume the management and operation of the Tenant's business, on Tenant's behalf, under certain circumstances (to-wit: Tenant's abandonment, Tenant's failure to timely cure its default of the Franchise Agreement, and while Franchisor evaluates its right to purchase the store). Landlord agrees that Franchisor or its appointee may enter upon the Premises for purposes of assuming the management and operation of Tenant's store as provided in the Franchise Agreement and, if it chooses to do so, it will do so in the name of the Tenant and without assuming any direct liability under the Lease unless Franchisor exercises such rights to assume the Lease as set forth in Section 1 of this Rider. Further, upon the expiration or earlier termination of this Lease or the Franchise Agreement, Franchisor or its designee may enter upon the Premises for the purpose of removing all signs and other material bearing the Pokemoto name or trademarks, service marks or other commercial symbols of Franchisor.

7. Amendments. Tenant agrees that the Lease may not be terminated, modified or amended without Franchisor's prior written consent, nor will Landlord accept surrender of the Premises without Franchisor's prior written consent. Tenant agrees to promptly provide Franchisor with copies of all proposed modifications or amendments and true and correct copies of the signed modifications and amendments.

~~WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Telephone Listing Agreement;~~

8. Counterparts. This Rider may be executed in one or more counterparts, each of which will cumulatively constitute an original. PDF/Faxed signatures of this Rider will constitute originals of the same.

~~NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto agree as follows:~~

1. ~~**DEFINITIONS**~~

[SIGNATURE PAGE FOLLOWS](#)

~~All terms used but not otherwise defined in this Telephone Listing Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.~~

2. ~~**TRANSFER; APPOINTMENT**~~

~~2.1 Interest in Telephone Numbers and Listings. Franchisee has, or will acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, yellow page, and other telephone directory listings (collectively, the “Telephone Numbers and Listings”) related to the Shop or the Marks (all of which right, title, and interest is referred to herein as “Franchisee’s Interest”).~~

~~2.2 Transfer. On Termination of the Franchise Agreement, if Franchisor directs Franchisee to do so, Franchisee will immediately direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the “Telephone Companies”) with which Franchisee has Telephone Numbers and Listings: (i) to transfer all Franchisee’s Interest in such Telephone Numbers and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Numbers and Listings, Franchisee will immediately direct the Telephone Companies to terminate such Telephone Numbers and Listings or will take such other actions with respect to the Telephone Numbers and Listings as Franchisor directs.~~

~~2.3 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor’s benefit under the Franchise Agreement and this Telephone Listing Agreement or otherwise, with full power of substitution, as Franchisee’s true and lawful attorney in fact with full power and authority in Franchisee’s place and stead, and in Franchisee’s name or the name of any affiliated person or affiliated company of Franchisee, on Termination of the Franchise Agreement, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Telephone Listing Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including, without limitation, this Telephone Listing Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:~~

~~2.3.1 Direct the Telephone Companies to transfer all Franchisee’s Interest in and to the Telephone Numbers and Listings to Franchisor;~~

~~2.3.2 Direct the Telephone Companies to terminate any or all of the Telephone Numbers and Listings; and~~

~~2.3.3 Execute the Telephone Companies’ standard assignment forms or other documents in order to affect such transfer or termination of Franchisee’s Interest.~~

~~2.4 Certification of Termination. Franchisee hereby directs the Telephone Companies that they shall accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor’s written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.~~

~~2.5 Cessation of Obligations. After the Telephone Companies have duly transferred all Franchisee’s Interest in such Telephone Numbers and Listings to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further Interest in, or obligations under, such Telephone Numbers and Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Telephone Companies for the sums Franchisee is obligated to pay such Telephone Companies for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interest, or for any other obligations not subject to the Franchise Agreement or this Telephone Listing Agreement.~~

### ~~3. MISCELLANEOUS~~

~~3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Telephone Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed,~~

~~suspected or unsuspected, arising out of, asserted in, assertable in, or in any way related to this Telephone Listing Agreement.~~

~~3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to Franchisee's performance, Franchisee's nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and the directors, officers, shareholders, partners, members, employees, agents, and attorneys of Franchisor and its affiliates, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Telephone Listing Agreement.~~

~~3.3 No Duty. The powers conferred on Franchisor under this Telephone Listing Agreement are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Telephone Numbers and Listings.~~

~~3.4 Further Assurances. Franchisee agrees that at any time after the date hereof, it will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Telephone Listing Agreement.~~

~~3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Telephone Listing Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Telephone Listing Agreement.~~

~~3.6 Effect on Other Agreements. Except as otherwise provided in this Telephone Listing Agreement, all provisions of the Franchise Agreement and exhibits and schedules thereto shall remain in effect as set forth therein.~~

~~3.7 Survival. This Telephone Listing Agreement shall survive the Termination of the Franchise Agreement.~~

~~3.8 Joint and Several Obligations. All Franchisee's obligations under this Telephone Listing Agreement shall be joint and several.~~

~~3.9 Governing Law. This Telephone Listing Agreement shall be governed by and construed under the laws of the State of Texas without regard to the application of any conflict of law rules.~~

~~**IN WITNESS WHEREOF, AGREED and executed and delivered under seal by** the parties hereto **have duly executed and delivered this Telephone Listing Agreement as of the Effective Date** as of the day and year of the Lease.~~

FRANCHISOR:

FRANCHISEE:

POKE CO HOLDINGS LLC

LANDLORD:

TENANT:

By:  
Name:  
Title:

By:  
Name:  
Title:

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

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

**ATTACHMENT G**  
**~~TO THE FRANCHISE AGREEMENT~~**  
**POWER OF ATTORNEY (TAX)**

**IRREVOCABLE POWER OF ATTORNEY**

STATE OF \_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_ )

**KNOW ALL MEN BY THESE PRESENTS**

That \_\_\_\_\_, a \_\_\_\_\_ (“Franchisee”), does hereby irrevocably constitute and appoint ~~Poke Co Holdings LLC, a Connecticut limited liability company (“Franchisor”)~~, true and lawful attorney in fact and agent for Franchisee and in Franchisee’s name, place and stead to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record and file all such agreements, certificates, instruments and documents as, in the sole discretion of ~~Franchisor~~, shall be necessary or advisable for the sole purpose of obtaining any and all returns, records, reports and other documentation relating to the payment of taxes filed by Franchisee with any state and/or federal taxing authority, including, but not limited to, the State Comptroller of the State of \_\_\_\_\_, hereby granting unto ~~Franchisor~~ full power and authority to do and perform any and all acts and things which, in the sole discretion of ~~Franchisor~~, are necessary or advisable to be done as fully to all intents and purposes as Franchisee might or could itself do, hereby ratifying and confirming all that ~~Franchisor~~ may lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted.

During the term of this Power of Attorney, and regardless of whether Franchisee has designated any other person to act as its attorney in fact and agent, no governmental agency, person, firm or corporation dealing with ~~Franchisor~~, if acting in good faith, shall be required to ascertain the authority of ~~Franchisor~~, nor to see to the performance of the agency, nor be responsible in any way for the proper application of documents delivered or funds or property paid or delivered to ~~Franchisor~~. Any governmental agency, person, firm or corporation dealing with ~~Franchisor~~ shall be fully protected in acting and relying on a certificate of ~~Franchisor~~ that this Power of Attorney on the date of such certificate has not been revoked and is in full force and effect, and Franchisee shall not take any action against any person, firm, corporation or agency acting in reliance on such a certificate or a copy of this Power of Attorney. Any instrument or document executed on behalf of Franchisee by ~~Franchisor~~ shall be deemed to include such a certificate on the part of ~~Franchisor~~, whether or not expressed. This paragraph shall survive any termination of this Power of Attorney.

This Power of Attorney shall terminate two (2) years following the expiration or termination of that certain Franchise Agreement dated as of \_\_\_\_\_, 20\_\_ by and between ~~Franchisor~~ and Franchisee. Such termination, however, shall not affect the validity of any act or deed that ~~Franchisor~~ may have effected prior to such date pursuant to the powers herein granted.

This instrument is to be construed and interpreted as an irrevocable power of attorney coupled with an interest. It is executed and delivered in the State of \_\_\_\_\_ and the laws of the State of \_\_\_\_\_ shall govern all questions as to the validity of this Power of Attorney and the construction of its provisions.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, of \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
(SEAL)

\_\_\_\_\_  
Notary Public in and for  
The State of \_\_\_\_\_

My commission expires:  
\_\_\_\_\_

~~**ATTACHMENT H TO THE FRANCHISE AGREEMENT  
TRANSFER OF A FRANCHISE TO A  
CORPORATION OR LIMITED LIABILITY COMPANY**~~

~~This Transfer Agreement shall amend that certain Franchise Agreement between \_\_\_\_\_ (“Franchisee”), and Poke Co Holdings LLC (“Franchisor”).~~

~~The undersigned, an Officer, Director and Owner of a majority of the issued and outstanding voting stock of the Corporation set forth below, or Members of the issued and outstanding Interests of the Limited Liability Company set forth below, and the Franchisee of the Shop under a Franchise Agreement executed on the date set forth below, between himself or herself and Franchisor, granting him/her a franchise to operate at the location set forth below, and the other undersigned Directors, Officers and Shareholders of the Corporation, or the Members of the Limited Liability Company, who together with Franchisee constitute all of the Shareholders of the Corporation, or the Members of the Limited Liability Company, in order to induce Franchisor to consent to the assignment of the Franchise Agreement to the Corporation or Limited Liability Company in accordance with the provisions of Article 14 of the Franchise Agreement, agree as follows:~~

~~1. The undersigned Franchisee shall remain personally liable in all respects under the Franchise Agreement and all the other undersigned Officers, Directors and Shareholders of the Corporation, or the Members of the Limited Liability Company, intending to be legally bound hereby, agree jointly and severally to be personally bound by the provisions of the Franchise Agreement including the restrictive covenants contained in Article 10 thereof, to the same extent as if each of them were the Franchisee set forth in the Franchise Agreement and they jointly and severally personally guarantee all of the Franchisee’s obligations set forth in said Agreement.~~

~~2. The undersigned agree not to transfer any stock in the Corporation, or any interest in the Limited Liability Company without the prior written approval of the Franchisor and agree that all stock certificates representing shares in the Corporation, or all certificates representing interests in the Limited Liability Company shall bear the following legend:~~

~~“The shares of stock represented by this certificate are subject to the terms and conditions set forth in a Franchise Agreement dated \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ and Poke Co Holdings LLC.”~~

~~or~~

~~“The ownership interests represented by this certificate are subject to the terms and conditions set forth in a Franchise Agreement dated \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ and Poke Co Holdings LLC.”~~

~~3. \_\_\_\_\_ or his designee shall devote his best efforts to the day to day operation and development of the Shop.~~

~~4. \_\_\_\_\_ hereby agrees to become a party to and to be bound by all of the provisions of the Franchise Agreement executed on the date set forth below between Franchisee and Franchisor, to the same extent as if it were named as the Franchisee therein.~~

~~Date of Franchise Agreement:- \_\_\_\_\_~~

~~Location of Shop:- \_\_\_\_\_~~

~~WITNESS:~~

~~As to Paragraph 3:~~

~~\_\_\_\_\_~~

~~[Name]~~

~~As to Paragraph 4:~~

~~\_\_\_\_\_~~

~~[Name]~~

~~ATTEST:~~

~~Name of Corp. or Limited Liability Company~~

~~By: \_\_\_\_\_ (SEAL)~~

Title: \_\_\_\_\_

~~In consideration of the execution of the above Agreement, Poke Co Holdings LLC hereby consents to the above referred to assignment on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.~~

~~POKE CO HOLDINGS LLC~~

~~By: \_\_\_\_\_~~

~~Name: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

ATTACHMENT **D** TO THE FRANCHISE AGREEMENT

**FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT**

**DO NOT SIGN THIS QUESTIONNAIRE IF YOU ARE A RESIDENT OF OR DOMICILED IN, OR YOUR ~~FRANCHISED BUSINESS~~SHOP WILL BE LOCATED IN, OR THE FRANCHISE GRANTED WILL BE SUBJECT TO THE FRANCHISE REGISTRATION OR DISCLOSURE LAWS IN: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.**

The purpose of this Statement is to demonstrate to Poke Co Holdings LLC (“Franchisor”) that the person(s) signing below (“I,” “me” or “my”), whether acting individually or on behalf of any legal entity established to acquire the franchise rights (“Franchisee”), (a) fully understands that the purchase of a Pokemoto~~@~~-sShop is a significant long-term commitment, complete with its associated risks, and (b) is not relying on any statements, representations, promises or assurances that are not specifically set forth in Franchisor’s Franchise Disclosure Document and Exhibits (collectively, the “FDD”) in deciding to purchase the franchise.

In that regard, I represent to Franchisor and acknowledge that:

I understand that buying a franchise is not a guarantee of success. Purchasing or establishing any business is risky, and the success or failure of the franchise is subject to many variables such as my skills and abilities (and those of my partners, officers, employees), the time my associates and I devote to the business, competition, interest rates, the economy, inflation, operation costs, location, lease terms, the market place generally and other economic and business factors. I am aware of and am willing to undertake these business risks. I understand that the success or failure of my business will depend primarily upon my efforts and not those of Franchisor.	INITIAL:
I received a copy of the FDD, including the Franchise Agreement, at least 14 calendar days before I executed the Franchise Agreement. I understand that all of my rights and responsibilities and those of Franchisor in connection with the franchise are set forth in these documents and only in these documents. I acknowledge that I have had the opportunity to personally and carefully review these documents and have, in fact, done so. I have been advised to have professionals (such as lawyers and accountants) review the documents for me and to have them help me understand these documents. I have also been advised to consult with other franchisees regarding the risks associated with the purchase of the franchise.	INITIAL:
Neither the Franchisor nor any of its officers, employees or agents (including any franchise broker) has made a statement, promise or assurance to me concerning any matter related to the franchise (including those regarding advertising, marketing, training, support service or assistance provided by Franchisor) that is contrary to, or different from, the information contained in the FDD.	INITIAL:

<p>My decision to purchase the franchise has not been influenced by any oral representations, assurances, warranties, guarantees or promises whatsoever made by the Franchisor or any of its officers, employees or agents (including any franchise broker), including as to the likelihood of success of the franchise.</p>	<p>INITIAL:</p>
<p>I have made my own independent determination as to whether I have the capital necessary to fund the business and my living expenses, particularly during the start-up phase.</p>	<p>INITIAL:</p>
<p>PLEASE READ THE FOLLOWING QUESTION CAREFULLY. THEN SELECT YES OR NO AND PLACE YOUR INITIALS WHERE INDICATED.</p> <p>Have you received any information from the Franchisor or any of its officers, employees or agents (including any franchise broker) concerning actual, average, projected or forecasted sales, revenues, income, profits or earnings of the franchise business (including any statement, promise or assurance concerning the likelihood of success)?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No (Initial Here: ____)</p> <p>If you selected “Yes,” please describe the information you received on the lines below:</p> <p>_____</p> <p>_____</p>	<p>INITIAL:</p>

**Prohibited Parties Clause.** I acknowledge that Franchisor and its affiliates, officers, employees or agents are subject to U.S. laws that prohibit or restrict (a) transactions with certain parties, and (b) the conduct of transactions involving certain foreign parties. These laws include U.S. Executive Order 13224, the U.S. Foreign Corrupt Practices Act, the Bank Secrecy Act, the International Money Laundering Abatement and Anti-terrorism Financing Act, the Export Administration Act, the Arms Export Control Act, the U.S. Patriot Act, and the International Economic Emergency Powers Act, and the regulations issued pursuant to these and other U.S. laws. As part of the express consideration for the purchase of the franchise, I represent that neither I nor any of my affiliates, owners, officers, directors, employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been listed on:

1. the U.S. Treasury Department’s List of Specially Designated Nationals;
2. the U.S. Commerce Department’s Denied Persons List, Unverified List, Entity List, or General Orders;
3. the U.S. State Department’s Debarred List or Nonproliferation Sanctions; or
4. the Annex to U.S. Executive Order 13224.

I represent and warrant that neither I nor any of my affiliates, owners, officers, directors, employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been: (i) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or (ii) is owned or controlled by terrorists or sponsors of terrorism. I represent and warrant on behalf of myself and my affiliates, owners, officers, directors, employees, agents, and representatives, that I am now, and have

been, in compliance with U.S. anti-money laundering and counter-terrorism financing laws and regulations, and that any funds provided by me or my affiliates, owners, officers, directors, employees, agents, and representatives to Franchisor were legally obtained in compliance with these laws.

I covenant that neither I nor any of my affiliates, owners, officers, directors, employees, agents, and representatives, nor any other person or entity associated with me, will become a person or entity described above or otherwise become a target of any anti-terrorism law.

**FRANCHISEE:**

Sign here if you are taking the franchise as an  
INDIVIDUAL(S)  
(Note: use these blocks if you are an individual  
or a partnership but the partnership is not a  
separate legal entity)

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Sign here if you are taking the franchise as a  
CORPORATION, LIMITED LIABILITY  
COMPANY OR PARTNERSHIP

\_\_\_\_\_  
Print Name of Legal Entity

By: \_\_\_\_\_  
Signature  
On behalf of Franchisee and its owners  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT J TO THE FRANCHISE AGREEMENT**

**AMERICANS WITH DISABILITIES CERTIFICATION**

~~POKE CO HOLDINGS LLC (“Franchisor”) and  
\_\_\_\_\_ (“Franchisee”) are parties to a franchise agreement dated  
\_\_\_\_\_ for the operation of a Pokemoto Shop at  
\_\_\_\_\_ (the “Franchised Business”). In accordance with Section 2.3  
of the Franchise Agreement, Franchisee certifies to Franchisor that, to the best of Franchisee’s  
knowledge, the Franchised Business and its adjacent areas comply with all applicable federal, state and  
local accessibility laws, statutes, codes, rules, regulations and standards, including but not limited to the  
Americans with Disabilities Act. Franchisee acknowledges that it is an independent contractor and the  
requirement of this certification by Franchisee does not constitute ownership, control, leasing or operation  
of the Franchised Business. Franchisee acknowledges that Franchisee has relied on the information  
contained in this certification. Furthermore, Franchisee acknowledge its obligation under this Franchise  
Agreement to indemnify Franchisor and the officers, directors, and employees of Franchisor in  
connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages  
incurred by the indemnified party(ies) as a result of any matters associated with Franchisee’s compliance  
with the Americans with Disabilities Act, as well as the costs, including attorneys’ fees, related to the  
same.~~

**FRANCHISEE**

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

**EXHIBIT C**

**VETERAN'S INCENTIVE PROGRAM ADDENDUM**

**VETERAN’S INCENTIVE PROGRAM ADDENDUM**

Poke Co Holdings LLC (“we”) and the “Franchisee” identified below (“you” and, together with us, the “Parties”) execute this Veteran’s Incentive Program Addendum (the “Addendum”) to supplement and amend that certain Franchise Agreement they have executed immediately prior to the execution of this Addendum (as it might have otherwise been amended, the “Franchise Agreement”). The “Effective Date” of this Addendum is the same as the Effective Date of the Franchise Agreement. Capitalized terms used but not defined in this Addendum have the meanings given to them in the Franchise Agreement. For valuable consideration, receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Representations Regarding Veteran Status. You have asked to participate in our Veterans Incentive Program (the “Program”) and, in support of your request, have provided us with information, whether as part of the Application Materials or separately (the “Supporting Information”), to confirm your qualifications to participate in the Program. You represent and warrant to us that the Supporting Information is true and correct and that you satisfy all of our requirements for participation in the Program. In reliance on the foregoing, we approve your participation in the Program with respect to Franchise Agreement.

2. Waiver/Reduction of Initial Franchise Fee. We agree that the initial franchise fee due under the Franchise Agreement is reduced to ~~\$10,000~~20,000. We reserve the right to revoke the foregoing reduction initial franchise fee at any time you cease to be in good standing, in which case, you will pay us the balance of the full initial franchise fee which, absent the foregoing reduction, is required under the Franchise Agreement. “Good Standing” means that you are in compliance with all material obligations under the Franchise Agreement, and you and your affiliates are in compliance with all material obligations under any other agreements between us and you or them. You agree that we will have sole discretion to determine whether particular obligations are “material” for purposes of determining good standing, and our decision will be final.

3. Construction; Execution. This Addendum forms an integral part of and is incorporated into the Franchise Agreement and represents the sole agreement between the Parties with respect to the matters set forth herein. Except as set forth herein, the Franchise Agreement remains in full force and effect. This Addendum may be executed in counterparts which, taken together, constitute a single document. Electronic execution is authorized, and photocopies of the Addendum and signatures hereto have the same force and effect as originals.

Thus executed on the dates shown below and made effective as of the Effective Date.

**POKE CO HOLDINGS LLC,**  
a Connecticut limited liability company

**FRANCHISEE:**  
**[Name]**

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

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

**EXHIBIT D**

**LIST OF EXISTING FRANCHISEES**

**LIST OF EXISTING FRANCHISEES AS OF DECEMBER 31, ~~2022~~2023**

	Name of Franchisee	Address	City	State	Zip Code	Phone Number
1.	*LEM Group, LLC	196 Berlin Pike.	Berlin	CT	06037	959-208-3996
2.	GSE Properties, LLC	119 S. Main St.	Colchester	CT	06415	860-603-2905
3.	<del>Kevin</del> <del>Glazier</del> *KSM Enterprises, LLC	255 Route 12	Gorton	CT	06340	860-440-8651
4.	<del>Kevin</del> <del>Glazier</del> *KSM Enterprises, LLC	1065 Boston Post Rd.	Guilford	CT	06437	203-533-7672
<del>5.</del>	<del>LB Holdings, LLC</del>	<del>2100 Dixwell Ave</del>	<del>Hamden</del>	<del>CT</del>	<del>06514</del>	<del>203-891-5560</del>
<del>6.</del>	<del>5.</del> Chi Hing Sze	386 Main St.	Middletown	CT	06457	860-316-5869
<del>7.</del>	<del>6.</del> <del>Chi Hing Sze</del> The Professional Group, LLC	<del>970 Farmington Ave</del> 99 Audubon St.	<del>West Hartford</del> New Haven	CT	<del>06107</del> 06510	<del>860-904-2429</del> 203-691-6650
<del>8.</del>	The Professional Group, LLC	1145 Chapel St.	New Haven	CT	06511	647-831-3786
<del>9.</del>	Sultana PMH LLC	229 Main St	Stamford	CT	06901	203-658-8001
<del>10.</del>	<del>7.</del> Wallingford Eats, LLC	1094 N. Colony.	Wallingford	CT	06492	203-678-4991
<del>11.</del>	*KSM Enterprises, LLC	16240 Summerlin Rd	Ft. Meyers	FL	33908	201-788-9358
<del>12.</del>	Poke ICT, LLC	1028 W. Pawnee St	Wichita	KS	67213	316-516-8114
<del>13.</del>	<del>8.</del> Marcuz, Inc.	274 Franklin Village Dr.	Franklin	MA	02038	508-346-3365
<del>14.</del>	<del>9.</del> MYSJ, Inc.	1250 S. Washington St.	<del>North</del> N. Attleboro	MA	02760	508-699-2666
<del>15.</del>	<del>10.</del> <del>Trifecta, LLC</del> Z&Z Seekonk, Inc.	<del>18 Main St.</del> 101 Commerce Way	<del>Northampton</del> Seekonk	MA	<del>01060</del> 02771	<del>413-523-5555</del> 917-251-5965

<a href="#"><u>16.</u></a>	<del>11.</del> PokeMS, LLC	112 Merchant Dr.	Oxford	MS	38655	662-638-3126
<a href="#"><u>17.</u></a>	<a href="#"><u>Hoboken Poke, LLC</u></a>	<a href="#"><u>213 Washington St</u></a>	<a href="#"><u>Hoboken</u></a>	<a href="#"><u>NJ</u></a>	<a href="#"><u>07030</u></a>	<a href="#"><u>732-853-2724</u></a>
<a href="#"><u>18.</u></a>	<del>12.</del> Luise, LLC	240 Main St.	White Plains	NY	10601	914-821-2046
<a href="#"><u>19.</u></a>	<a href="#"><u>Tarrytown Eats, LLC</u></a>	<a href="#"><u>11 S. Broadway</u></a>	<a href="#"><u>Tarrytown</u></a>	<a href="#"><u>NY</u></a>	<a href="#"><u>10591</u></a>	<a href="#"><u>201-892-1347</u></a>
<a href="#"><u>20.</u></a>	<a href="#"><u>Tim O'Connor</u></a>	<a href="#"><u>26 S. County Commons Way</u></a>	<a href="#"><u>South Kingston</u></a>	<a href="#"><u>RI</u></a>	<a href="#"><u>02879</u></a>	<a href="#"><u>781-426-1127</u></a>
<a href="#"><u>21.</u></a>	<a href="#"><u>KLC Imports, LLC</u></a>	<a href="#"><u>201 Graduate Rd</u></a>	<a href="#"><u>Conway</u></a>	<a href="#"><u>SC</u></a>	<a href="#"><u>29526</u></a>	<a href="#"><u>847-668-0970</u></a>
<a href="#"><u>22.</u></a>	<del>13.</del> Friendly Fish, LLC.	1025 Nashville Pike.	Gallatin	TN	37066	615-461-8929
<a href="#"><u>23.</u></a>	<a href="#"><u>SSG Poke, LLC</u></a>	<a href="#"><u>3060 Justin Rd</u></a>	<a href="#"><u>Highland Village</u></a>	<a href="#"><u>TX</u></a>	<a href="#"><u>75077</u></a>	<a href="#"><u>832-597-7771</u></a>
<a href="#"><u>24.</u></a>	<del>*</del> <a href="#"><u>Judice Investments, LLC</u></a>	<a href="#"><u>2174 Spring Stuebner Rd.</u></a>	<a href="#"><u>Spring</u></a>	<a href="#"><u>TX</u></a>	<a href="#"><u>77373</u></a>	<a href="#"><u>337-254-9263</u></a>
<a href="#"><u>25.</u></a>	<a href="#"><u>S&amp;S Enterprise, LLC</u></a>	<a href="#"><u>University Dr. &amp; North St</u></a>	<a href="#"><u>Fairfax</u></a>	<a href="#"><u>VA</u></a>	<a href="#"><u>22030</u></a>	<a href="#"><u>703-403-8425</u></a>

[\\*Developed pursuant to an area development agreement.](#)

**FRANCHISEES THAT HAVE SIGNED THE FRANCHISE AGREEMENT BUT NOT OPENED THEIR SHOP AS OF DECEMBER 31, ~~2022~~2023**

	<b>Name of Franchisee</b>	<b>City</b>	<b>State</b>	<b>Phone Number</b>
1.	<del>EAM &amp; Co Eats</del> <a href="#"><u>Piseth</u></a> , LLC	<del>Petaluma</del> <a href="#"><u>Mobile</u></a>	<del>CA</del> <a href="#"><u>AL</u></a>	<del>415-302-2423</del> <a href="#"><u>832-726-8877</u></a>
2.	<del>Danbury TG</del> <a href="#"><u>EAM&amp;CO Eats</u></a> , LLC	<del>Danbury</del> <a href="#"><u>Petaluma</u></a>	<del>CT</del> <a href="#"><u>GA</u></a>	<del>203-675-0717</del> <a href="#"><u>415-302-2323</u></a>
3.	<del>Milford Eats</del> <a href="#"><u>Tezar</u></a> , LLC	<del>Milford</del> <a href="#"><u>Greenwich</u></a>	CT	<del>203-678-4991</del> <a href="#"><u>201-213-9752</u></a>
4.	<del>KSM Enterprises</del> <a href="#"><u>Criss Cross Partners</u></a> , LLC	<del>Mystic</del> <a href="#"><u>Uncasville</u></a>	CT	<del>201-788-9358</del> <a href="#"><u>781-426-1127</u></a>
5.	<del>North</del> <a href="#"><u>N</u></a> . Haven Eats, LLC	North Haven	CT	203-678-4991
6.	<del>Fountain Pokemoto</del> <a href="#"><u>Danbury TG</u></a> , LLC	<del>Shelton</del> <a href="#"><u>Danbury</u></a>	CT	<del>860-904-2429</del> <a href="#"><u>203-675-0717</u></a>
7.	<del>Criss Cross Partners</del> <a href="#"><u>Blessexpress</u></a> ,	<del>Uncasville</del> <a href="#"><u>Clermont</u></a>	<del>CT</del> <a href="#"><u>FL</u></a>	<del>781-426-1127</del> <a href="#"><u>407-480-</u></a>

	LLC*		<u>L</u>	<u>9894</u>
8.	<del>Tezar</del> <u>Blessexpress, LLC*</u>	<del>West Haven</del> <u>Celebration</u>	<del>CT</del> <u>L</u>	<del>201-213-9752</del> <u>407-480-9894</u>
9	<del>KSM Enterprises, LLC</del>	<del>Cape Coral</del>	<del>FL</del>	<del>201-788-9358</del>
9	<del>KSM Enterprises, LLC</del>	<del>Fort Myers</del>	<del>FL</del>	<del>201-788-9358</del>
9	<del>KSM Enterprises, LLC</del>	<del>Naples</del>	<del>FL</del>	<del>201-788-9358</del>
9	<del>2mines restaurant, LLC</del>	<del>Winter Garden</del>	<del>FL</del>	<del>407-716-8488</del>
9	<del>Qing lin</del>	<del>Augusta</del>	<del>GA</del>	<del>917-862-2052</del>
9	<del>Poke ICT, LLC</del>	<del>Wichita</del>	<del>KS</del>	<del>316-516-8114</del>
9	<del>Trifecta, LLC</del>	<del>Amherst</del>	<del>MA</del>	<del>413-523-5555</del>
9	<del>Trifecta, LLC</del>	<del>Hadley</del>	<del>MA</del>	<del>413-523-5555</del>
9	<del>Casa Moto, LLC*</del>	<del>Middlesex County</del>	<del>MA</del>	<del>860-751-9264</del>
9	<del>Casa Moto, LLC*</del>	<del>Worcester County</del>	<del>MA</del>	<del>860-751-9264</del>
<u>9.</u>	<del>Poke MS, LLC</del>	<del>Jackson</del>	<del>MS</del>	<del>704-654-9855</del>
<u>10.</u>	<del>Poke MS, LLC</del>	<del>Madison</del>	<del>MS</del>	<del>704-654-9855</del>
2	<del>Luise, LLC</del>	<del>Mamaroneck</del>	<del>NY</del>	<del>203-675-0717</del>
2	<del>Hoboken Poke, LLC</del>	<del>Hoboken</del>	<del>NJ</del>	<del>732-853-2724</del>

<a href="#">11.</a>	Capital Motionz, LLC	Old Bridge	NJ	201-892-1347
<a href="#">12.</a>	<del>Poke Now</del> Luise, LLC	<del>Trexler</del> town <a href="#">Mamaroneck</a>	<del>PA</del> <a href="#">NY</a>	<del>646-778-2721</del> <a href="#">203-675-0717</a>
<a href="#">13.</a>	Sinh Thai	Philadelphia	PA	267-800-4735
<a href="#">14.</a>	<del>Criss Cross Partners</del> <a href="#">Poke Now</a> , LLC	<del>East Greenwich</del> <a href="#">Bethlehem</a>	<del>RI</del> <a href="#">PA</a>	<del>781-426-1127</del> <a href="#">646-778-2721</a>
<a href="#">15.</a>	<a href="#">Caribbean Cravings Group, LLC</a>	<a href="#">San Juan</a>	<a href="#">PR</a>	<a href="#">787-225-9137</a>
<a href="#">16.</a>	Criss Cross Partners, LLC	<del>Narragansett</del> <a href="#">Newport</a>	RI	781-426-1127
<a href="#">17.</a>	Criss Cross Partners, LLC	<del>North Kingstown</del> <a href="#">Westerly</a>	RI	781-426-1127
<a href="#">18.</a>	Criss Cross Partners, LLC	<del>South Kingstown</del> <a href="#">East Greenwich</a>	RI	781-426-1127
<a href="#">19.</a>	Criss Cross Partners, LLC	<del>Westerly</del> <a href="#">Narragansett</a>	RI	781-426-1127
<a href="#">20.</a>	KLC Imports, LLC	Carolina Forest	SC	847-668-0970
<a href="#">21.</a>	<del>KLC Imports, LLC</del> <a href="#">Qing Lin</a>	<del>Myrtle Beach</del> <a href="#">Summerville</a>	SC	<del>847-668-0970</del> <a href="#">917-862-2052</a>
<a href="#">22.</a>	<del>SSG Poke</del> <a href="#">Dough Tally</a> , LLC	<del>Highland Village</del> <a href="#">Missouri City</a>	TX	<del>469-630-0030</del> <a href="#">281-725-1705</a>
<a href="#">23.</a>	<del>S&amp;S Enterprises</del> <a href="#">Dough Tally</a> , LLC	<del>Fairfax</del> <a href="#">Houston</a>	<del>VA</del> <a href="#">TX</a>	<del>703-403-8425</del> <a href="#">281-725-1705</a>
<a href="#">24.</a>	<a href="#">Dough Tally, LLC</a>	<a href="#">Houston</a>	<a href="#">TX</a>	<a href="#">281-725-1705</a>
<a href="#">25.</a>	<a href="#">Hamza Bisharat</a>	<a href="#">Richmond</a>	<a href="#">VA</a>	<a href="#">267-242-1222</a>

~~*\*We have entered into two negotiated development agreements with Casa Moto, LLC offering them the right to acquire multiple franchises in Middlesex County and Worcester County Massachusetts. As of December 31, 2022, Casa Moto, LLC had not signed any franchise agreement to exercise its development rights.*~~

\* Will be developed pursuant to an area development agreement.

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

**EXHIBIT E**

**LIST OF FRANCHISEES WHO LEFT SYSTEM OR NOT COMMUNICATED WITH  
FRANCHISOR**

**LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM AS OF DECEMBER 31, ~~2022~~ 2023**  
**OR HAVE NOT COMMUNICATED WITH US IN THE 10 WEEKS PRIOR TO THE ISSUANCE**  
**OF THE DISCLOSURE DOCUMENT**

	Name of Franchisee	Address	Last Known Phone Number	Reason
1.	<del>Family Freehaus</del> <u>Trifecta</u> , LLC	<del>Norcross, GA</del> <u>18 Main St.,</u> <u>Northampton, MA</u>	<del>770-559-</del> <del>1206</del> <u>413-523-</u> <u>5555</u>	Ceased <del>O</del> <u>o</u> perations
2.	<del>Lem Group Inc.</del> <u>Chi</u> <u>Hing Size</u> <sup>1</sup>	<u>970 Farmington Ave.,</u> West Hartford, CT	<del>203-314-</del> <del>6881</del> <u>860-904-</u> <u>2429</u>	<del>Transfer</del> <u>Ceased</u> <u>operations</u>

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

<sup>1</sup> Chi Hing Sze owns and operates another Pokemoto Shop in Middletown, CT.

**EXHIBIT F**

**TABLE OF CONTENTS OF OPERATIONS MANUAL**

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**EXHIBIT G**

**STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS**

**STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS**

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

**CALIFORNIA**

Department of Financial Protection & Innovation  
Commissioner of Financial Protection &  
Innovation  
1 (866) 275-2677

***Los Angeles***

320 West 4<sup>th</sup> Street  
Suite 750  
Los Angeles, California 90013  
(213) 576-7505

***Sacramento***

2101 Arena Blvd.  
Sacramento, California 95834  
(916) 445-7205

***San Diego***

1455 Frazee Road, Suite 315  
San Diego, California 92108  
(619) 610-2093

***San Francisco***

One Sansome Street, Ste. 600  
San Francisco, California 94104  
(415) 972-8559

**CONNECTICUT**

State of Connecticut  
Department of Banking  
Securities & Business Investments Division  
260 Constitution Plaza  
Hartford, CT 06103-1800  
(860) 240-8230

Agent: Banking Commissioner

**HAWAII**

(state administrator)

Business Registration Division  
Securities Compliance Branch  
Department of Commerce and Consumer Affairs  
P.O. Box 40  
Honolulu, Hawaii 96810  
(808) 586-2722

**ILLINOIS**

Franchise Bureau  
Office of the Attorney General  
500 South Second Street  
Springfield, Illinois 62706  
(217) 782-4465

**INDIANA**

(state administrator)

Indiana Secretary of State  
Securities Division, E-111  
302 West Washington Street  
Indianapolis, Indiana 46204  
(317) 232-6681

(agent for service of process)

Indiana Secretary of State  
200 West Washington Street, Room 201  
Indianapolis, Indiana 46204  
(317) 232-6531

**MARYLAND**

(state administrator)

Office of the Attorney General  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2021  
(410) 576-6360

(agent for service of process)

Maryland Securities Commissioner  
at the Office of the Attorney General  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2021  
(410) 576-6360

**MICHIGAN**

(state administrator)

Michigan Attorney General’s Office  
Consumer Protection Division  
Attn: Franchise Section  
G. Mennen Williams Building, 1<sup>st</sup> Floor  
525 West Ottawa Street  
Lansing, Michigan 48933  
(517) 373-7177

(agent for service of process)

Michigan Department of Commerce,  
Corporations, Securities & Commercial  
Licensing Bureau  
P.O. Box 30018  
Lansing, Michigan 48909

**MINNESOTA**

(state administrator)

Minnesota Department of Commerce  
85 7th Place East, Suite 280  
St. Paul, Minnesota 55101  
(651) 539-1600

(agent for service of process)

Commissioner of Commerce  
Minnesota Department of Commerce  
85 7th Place East, Suite 280  
St. Paul, Minnesota 55101  
(651) 539-1600

**NEW YORK**

(state administrator)

Office of the New York State Attorney General  
Investor Protection Bureau  
Franchise Section  
28 Liberty Street, 21<sup>st</sup> Floor  
New York, NY 10005  
(212) 416-8236

(agent for service of process)

Attention: New York Secretary of State  
New York Department of State  
One Commerce Plaza,  
99 Washington Avenue, 6th Floor  
Albany, NY 12231-0001  
(518) 473-2492

**NORTH DAKOTA**

(state administrator)

North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol - Fourteenth Floor, Dept. 414  
Bismarck, North Dakota 58505-0510  
(701) 328-4712

(agent for service of process)

Securities Commissioner  
600 East Boulevard Avenue  
State Capitol - Fifth Floor  
Bismarck, North Dakota 58505  
(701) 328-4712

**OREGON**

Department of Business Services Division of  
Finance & Corporate Securities  
350 Winter Street, NE, Room 410  
Salem, Oregon 97310-3881  
(503) 378-4387

**RHODE ISLAND**

Department of Business Regulation  
Division of Securities  
John O. Pastore Complex Building 69-2  
1511 Pontiac Avenue  
Cranston, Rhode Island 02920  
(401) 462-9645

**SOUTH DAKOTA**

Division of Insurance  
Securities Regulation  
124 S. Euclid, Suite 104  
Pierre, South Dakota 57501  
(605) 773-3563

**VIRGINIA**

(state administrator)

State Corporation Commission  
Division of Securities  
and Retail Franchising  
1300 East Main Street, 9<sup>th</sup> Floor  
Richmond, Virginia 23219  
(804) 371-9051

(agent for service of process)

Clerk, State Corporation Commission  
1300 East Main Street, 1<sup>st</sup> Floor  
Richmond, Virginia 23219  
(804) 371-9733

**WASHINGTON**

(state administrator)

Department of Financial Institutions  
Securities Division  
P.O. Box ~~9033~~[41200](tel:206985041200)  
Olympia, Washington ~~98507-9033~~[98504-1200](tel:360985041200)  
(360) 902-8760

(agent for service of process)

Director  
Department of Financial Institutions  
Securities Division  
150 Israel Road, S.W.  
Tumwater, Washington 98501  
(360) 902-8760

**WISCONSIN**

(state administrator)

Securities and Franchise Registration  
Wisconsin Department of Financial Institutions  
4822 Madison Yards Way, North Tower  
Madison, Wisconsin 53705  
(608) 266-1064

(agent for service of process)

Office of the Secretary  
Wisconsin Department of Financial Institutions  
PO Box 8861  
Madison, Wisconsin 53708-8861  
(608) 261-9555

**EXHIBIT H**  
**FORM OF GENERAL RELEASE**

**FORM OF GENERAL RELEASE**

Poke Co Holdings LLC, a Connecticut limited liability company having its principal place of business located at 1169 N. Burleson Boulevard, Suite 107-226, Burleson, TX 76026 (the “we”) and \_\_\_\_\_, a \_\_\_\_\_ having its principal place of business at \_\_\_\_\_ (“you” or “your”), currently are parties to that certain [franchise agreement/area development agreement] (the “**Agreement**”) dated \_\_\_\_\_, 20 \_\_\_\_\_. You have asked us to take the following action or to agree to the following request: [insert as appropriate for renewal or transfer situation]\_\_\_\_\_

\_\_\_\_\_. We have the right under the Agreement to obtain a general release from you (and, if applicable, your owners) as a condition of taking this action or agreeing to this request. Therefore, we are willing to take the action or agree to the request specified above if you (and, if applicable, your owners) give us the release and covenant not to sue provided below in this document. You (and, if applicable, your owners) are willing to give us the release and covenant not to sue provided below as partial consideration for our willingness to take the action or agree to the request described above.

Consistent with the previous introduction, you, on your own behalf and on behalf of your successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, owners, managers, directors, officers, principals, employees, and affiliated entities (collectively, the “Releasing Parties”), hereby forever release and discharge us and our current and former officers, directors, owners, managers, principals, employees, agents, representatives, affiliated entities, successors, and assigns (collectively, the “Released Parties”) of and from any and all claims, damages (known and unknown), demands, causes of action, suits, duties, liabilities, and agreements of any nature and kind (collectively, “Claims”), whether at law or in equity, that you and any of the other Releasing Parties now has, ever had, or, but for this document, hereafter would or could have against any of the Released Parties, including without limitation, any and all Claims in any way (1) arising out of or related to any of the Released Parties’ obligations under the Agreement, or (2) otherwise arising from or related to your and the other Releasing Parties’ relationship, from the beginning of time to the date of your signature below, with any of the Released Parties. You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the Released Parties on any of the Claims released by this paragraph and represent that you have not assigned any of the Claims released by this paragraph to any individual or entity who is not bound by this paragraph.

We also are entitled to release and covenant not to sue from your owners. By his, her, or their separate signatures below, your owners likewise grant to us the release and covenant not to sue provided above.

IF THE FRANCHISE YOU OPERATE UNDER THE AGREEMENT IS LOCATED IN CALIFORNIA OR ANY OF THE RELEASING PARTIES IS A RESIDENT OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

**SECTION 1542 ACKNOWLEDGMENT.** IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN

EXECUTING THIS RELEASE THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION RELEASED BY YOU OR THE RELEASING PARTIES. YOU RECOGNIZE THAT YOU OR THE RELEASING PARTIES MAY HAVE SOME CLAIM, DEMAND, OR CAUSE OF ACTION AGAINST THE RELEASED PARTIES OF WHICH YOU, HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH YOU, HE, SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE YOU, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT YOU, HIM, HER, OR IT FROM ASSERTING IT AGAINST THE RELEASED PARTIES. IN FURTHERANCE OF THIS INTENTION, YOU, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, EXPRESSLY WAIVE ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

YOU ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT YOU UNDERSTAND ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENT THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

If the franchise you operate under the Agreement is located in Maryland or if any of the Releasing Parties is a resident of Maryland, the following shall apply:

All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland franchise registration and disclosure law.

Nothing herein will amount to release of claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Release on the effective date stated below.

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

FRANCHISEE:

\_\_\_\_\_

Name: \_\_\_\_\_

POKE CO HOLDINGS LLC:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT I**

**STATE ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT  
AND AGREEMENT RIDERS**

**ADDITIONAL DISCLOSURES FOR THE  
FRANCHISE DISCLOSURE DOCUMENT OF  
POKE CO HOLDINGS LLC**

The following are additional disclosures for the Franchise Disclosure Document of Poke Co Holdings LLC required by various state franchise laws. Each provision of these additional disclosures will only apply to you if the applicable state franchise registration and disclosure law applies to you.

**FOR THE FOLLOWING STATES: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.**

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

**CALIFORNIA**

**The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**

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 FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF BUSINESS OVERSIGHT BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR MULTI-UNIT DEVELOPMENT AGREEMENT OR FRANCHISE AGREEMENT.

3. OUR WEBSITE, [www.pokemoto.com](http://www.pokemoto.com), HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL INNOVATION & PROTECTION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL INNOVATION & PROTECTION AT [www.dfpi.ca.gov](http://www.dfpi.ca.gov).

4. The following is added to the end of Item 3:

Neither we, our predecessor or affiliates nor any person 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. Sections 78a *et seq.*, suspending or expelling such persons from membership in that association or exchange.

5. The following paragraphs are added at the end of Item 17:

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

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

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

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

The Franchise Agreement requires application of the laws of the State of Texas. 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 be conducted at a suitable location chosen by the arbitrator that is within 50 miles of our or, as applicable, our successor's or assign's then current principal place of business (currently, Burleson, Texas), with costs being borne as provided in the Franchise Agreement. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires you to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code

Section 31000 – 31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

Under the Franchise Agreement, we reserve the right to require that franchisees comply with maximum and minimum prices it sets for goods and services. The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the California's Cartwright Act (Cal. Bus. and Prof. Code §§ 16700 to 16770).

6. Section 31512.1 of the California Corporations Code requires that any provision of the Franchise Agreement, Disclosure Document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable: (a) representations made by the franchisor or its personnel or agents to a prospective franchisee; (b) reliance by a franchisee on any representations made by the franchisor or its personnel or agents; (c) reliance by a franchisee on the franchise disclosure document, including any exhibit thereto; or (d) violations of any provision of this division.

## **ILLINOIS**

1. The following Risk Factor is added to the Special Risk Factors Page:

**Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.

2. The following language is added to the end of Items 5 & 7:

Payment of initial franchise fees will be deferred until we have met our initial obligations to you, and you have commenced operating your Shop. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to our financial condition.

3. ~~4.~~ The following language is added to the end of Item 17:

Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois will govern the Franchise Agreement.

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.

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.

Your rights upon termination and non-renewal of a franchise agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.

## **MARYLAND**

1. The following is added to the end of the “Summary” section of Item 17(m) titled “Conditions for franchisor approval of transfer”:

Pursuant to COMAR 02.02.08.16L, 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.

2. The following is added to the end of the “Summary” section of Item 17(h), titled “Cause’ defined – non-curable defaults”:

The Franchise Agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

3. The following is added to the end of the “Summary” section of Item 17(v), titled “Choice of forum”:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

## **MINNESOTA**

1. “Renewal, Termination, Transfer and Dispute Resolution”. The following is added at the end of the chart in Item 17:

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) of the Franchise Agreement and 180 days’ notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring the Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of Franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee’s rights to any procedure,

forum or remedies provided for by the laws of the jurisdiction.

Any release required as a condition of renewal or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

## **NEW YORK**

1. The following information is added to the cover page of the Franchise Disclosure Document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21<sup>ST</sup> FLOOR, NEW YORK, NEW YORK 10005.**

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

2. The following is added at the end of Item 3:

Except as provided above, with regard to us, our predecessor, our parent, affiliates, the persons identified in Item 2, or an affiliate offering franchises under our *principal trademark*:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations. In addition, no such party has civil actions pending against that party, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

B. No such party has been convicted of a felony or pleaded nolo contendere to

a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices; or comparable allegations.

- C. No such party is subject to a currently effective injunctive 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.

3. The following is added to the end of Item 4:

Except as provided above, with regard to us, our affiliate, our predecessor, officers or general partners, or any other individual who will have management responsibility relating to the sale or operation of franchises offered by this Disclosure Document, no such party, has during the 10-year period immediately before the date of the Franchise Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; or (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 that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of the “Summary” sections of Item 17(c), entitled “Requirements for franchisee to renew or extend”, and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

5. The following is added to the end of the “Summary” section of Item 17(d), titled “Termination by franchisee”:

You may terminate the Franchise Agreement on any grounds available by law.

6. The following is added to the end of the “Summary” section of Item 17(j), titled “Assignment of contract by franchisor”:

However, to the extent required by applicable law, no assignment will be made except to an assignee who, in our good faith judgment, is willing and financially able to assume our obligations under the Franchise Agreement.

7. The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum, and Item 17(w), titled “Choice of law”:

However, the governing choice of law and choice of forum shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the General Business Law of the State of New York.

## **NORTH DAKOTA**

1. The following language is added to the end of Items 5 & 7:

Payment of the initial franchise fee will be deferred until all initial obligations owed to you under the Franchise Agreement or other documents have been fulfilled by us and you have commenced operating your Shop pursuant to the Franchise Agreement.

2. ~~1.~~ The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for franchisee to renew or extend”, and Item 17(m), titled “Conditions for franchisor approval of transfer”:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. ~~2.~~ The following is added to the end of the “Summary” section of Item 17(r), titled “Non-competition covenants after the franchise is terminated or expires”:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we and you will enforce the covenants to the maximum extent the law allows.

4. ~~3.~~ The “Summary” section of Item 17(u), titled “Dispute resolution by arbitration or mediation” is deleted and replaced with the following:

To the extent required by the North Dakota Franchise Investment Law (unless such requirement is preempted by the Federal Arbitration Act), arbitration will be at a site to which we and you mutually agree.

5. ~~4.~~ The “Summary” section of Item 17(v), titled “Choice of forum”, is deleted and replaced with the following:

Litigation generally must be in the state where our or, as applicable, our successor’s or assign’s then-current principal place of business is located (currently Denver, Colorado), except that, subject to your arbitration obligation, and to the extent required by North Dakota Franchise Investment Law you may bring an action in North Dakota.

6. ~~5.~~ The “Summary” section of Item 17(w), titled “Choice of law”, is deleted and replaced with the following:

Except as otherwise required by North Dakota law, the laws of the State of Texas shall apply.

## **RHODE ISLAND**

1. The following language is added to the end of Item 17:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act. To the extent required by applicable law Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act.”

## **VIRGINIA**

1. The following information is added to the end of the “Summary” section of Item 17(e), titled “Termination by franchisor without cause”:

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

## **WASHINGTON**

1. Risk Factor: Use of Franchise Brokers.

The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor’s current and former franchisees to ask them about their experience with the franchisor.

2. Risk Factor: Financial Condition.

The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

3. The following language is added to the end of Items 5 & 7:

In lieu of an impound of franchise fees, we will not require or accept the payment of any initial franchise fees until (a) you have received all pre-opening and initial training obligations that are entitled to you under the franchise agreement or offering circular, and (b) your Shop for business.

4. ~~2.~~The following paragraphs are added at the end of Item 17:

The Securities Division of the State of Washington Department of Financial Institutions requires the following language:

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 FOLLOWING PAGES IN THIS EXHIBIT ARE  
STATE-SPECIFIC RIDERS TO THE  
FRANCHISE AGREEMENT**

**RIDER TO THE POKE CO HOLDINGS LLC  
FRANCHISE AGREEMENT  
FOR USE IN ILLINOIS**

**THIS RIDER** (this “Rider”) is made and entered into by and between **POKE CO HOLDINGS LLC**, a Connecticut limited liability company with its principal business address at 1169 N. Burleson Boulevard, Suite 107-226, Burleson, Texas 76026 (“we”) and \_\_\_\_\_ a(n) \_\_\_\_\_, having its principal business address at \_\_\_\_\_ (“you”).

**1. BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “Franchise Agreement”) that has been executed concurrently with 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 the State of Illinois, or (b) the offer of the franchise ~~is~~was made or accepted in the State of Illinois and the Pokemoto Shop that you develop under ~~your~~the Franchise Agreement is or will be operated in the State of Illinois.

**2. FEE DEFERRAL.** The following is added to the end of Section 4.1 of the Franchise Agreement:

Payment of initial franchise fees will be deferred until we have met our initial obligations to you, and you have commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to our financial condition.

**3. ~~2.~~ILLINOIS FRANCHISE DISCLOSURE ACT.** The following language is added as Section 23 of the Franchise Agreement:

Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois will govern the Franchise Agreement.

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.

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.

Your rights upon termination and non-renewal of a franchise agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.

*[SIGNATURE PAGE TO FOLLOW]*

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

**FRANCHISOR:**

**POKE CO HOLDINGS LLC**

a Connecticut limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**FRANCHISEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**RIDER TO THE POKE CO HOLDINGS LLC  
FRANCHISE AGREEMENT  
FOR USE IN MARYLAND**

**THIS RIDER** (this “Rider”) is made and entered into by and between **POKE CO HOLDINGS LLC**, a Connecticut limited liability company with its principal business address at 1169 N. Burleson Boulevard, Suite 107-226, Burleson, Texas 76026 (“we”) and \_\_\_\_\_ a(n) \_\_\_\_\_, having its principal business address at \_\_\_\_\_ (“you”).

**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 a resident of the State of Maryland; or (b) the Pokemoto Shop that you will develop or operate under the Franchise Agreement is or will be operated in the State of Maryland; or (c) the offer to sell is the franchise was made in the State of Maryland; or (d) the offer to buy is the franchise was accepted in the State of Maryland.

**2. RELEASES.** The following is added to the end of Sections 3.2.7 and 14.2.2(d) of the Franchise Agreement:

Pursuant to COMAR 02.02.08.16L, 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.

**3. TERMINATION OF AGREEMENT BY US.** The following is added to the end of Section 17.1.2 of the Franchise Agreement:

The provisions in this Agreement which provide for termination upon your bankruptcy might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

**4. CONSENT TO JURISDICTION.** Section 19.8 ~~and 19.9~~ of the Franchise Agreement is supplemented by adding the following to the end of the Section:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

**5. ARBITRATION.** Section 19.7 of the Franchise Agreement is supplemented by adding the following to the end of the Section:

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 Registration and Disclosure Law. In light of

the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

**6. RELEASES.** The Franchise Agreement is further amended to state that “All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.”

*[SIGNATURE PAGE TO FOLLOW]*

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

**FRANCHISOR:**

**POKE CO HOLDINGS LLC**

a Connecticut limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**FRANCHISEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**RIDER TO THE POKE CO HOLDINGS LLC  
FRANCHISE AGREEMENT  
FOR USE IN MINNESOTA**

**THIS RIDER** (this “Rider”) is made and entered into by and between **POKE CO HOLDINGS LLC**, a Connecticut limited liability company with its principal business address at 1169 N. Burluson Boulevard, Suite 107-226, Burluson, Texas 76026 (“we”) and \_\_\_\_\_ a(n) \_\_\_\_\_, having its principal business address at \_\_\_\_\_ (“you”).

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) the Pokemoto Shop that you will develop under the Franchise Agreement will be operated wholly or partly in the State of Minnesota; ~~and/or~~ (b) you either a resident of, domiciled it, or actually present in the State of Minnesota; and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in the State of Minnesota.

2. **RELEASES.** The following is added to the end of Sections 3.2.7 and 14.2.2(d) of 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 end of Sections 3.2 and 17.2 of 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. **MINNESOTA LAW.** Notwithstanding anything to the contrary contained in the Franchise Agreement, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring you to waive your rights to a jury trial or to waive your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties or judgment notes.

*[SIGNATURE PAGE TO FOLLOW]*

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

**FRANCHISOR:**

**POKE CO HOLDINGS LLC**

a Connecticut limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**FRANCHISEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**RIDER TO THE POKE CO HOLDINGS LLC  
FRANCHISE AGREEMENT  
FOR USE IN NEW YORK**

**THIS RIDER** (this “Rider”) is made and entered into by and between **POKE CO HOLDINGS LLC**, a Connecticut limited liability company with its principal business address at 1169 N. Burlison Boulevard, Suite 107-226, Burlison, Texas 76026 (“we”) and \_\_\_\_\_ a(n) \_\_\_\_\_, having its principal business address at \_\_\_\_\_ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_, (the “Franchise Agreement”) that has been signed concurrently with this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) ~~an~~the offer to sell ~~is~~the franchise was made in the State of New York; ~~or~~ (b) ~~an~~the offer to buy ~~is~~the franchise was accepted in the State of New York; ~~or~~ (c) if you are domiciled in the State of New York, the Pokemoto Shop that you develop under ~~your~~the Franchise Agreement is or will be operated in the State of New York.

2. **TRANSFER BY US.** The following language is added to the end of Section 14.1 of the Franchise Agreement:

However, to the extent required by applicable law, no transfer will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

3. **RELEASES.** The following language is added to the end of Sections 3.2.7 and 14.2.2(d) of the Franchise Agreement:

Notwithstanding the foregoing all rights enjoyed by you and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force to the extent required by the non-waiver provisions of GBL Sections 687.4 and 687.5, as amended.

4. **TERMINATION OF AGREEMENT - BY YOU.** The following language is added to the end of the Franchise Agreement:

You also may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. **GOVERNING LAW.** The following statement is added at the end of Section 19.8 ~~and 19.9~~ of the Franchise Agreement:

This Section shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder.

6. **CONSENT TO JURISDICTION.** The following is added to the end of Sections 19.8 ~~and 19.9~~ of the Franchise Agreement:

This Section shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder.

*[SIGNATURE PAGE TO FOLLOW]*

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

**FRANCHISOR:**

**POKE CO HOLDINGS LLC**

a Connecticut limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**FRANCHISEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**RIDER TO THE POKE CO HOLDINGS LLC  
FRANCHISE AGREEMENT  
FOR USE IN NORTH DAKOTA**

**THIS RIDER** (this “Rider”) is made and entered into by and between **POKE CO HOLDINGS LLC**, a Connecticut limited liability company with its principal business address at 1169 N. Burlison Boulevard, Suite 107-226, Burlison, Texas 76026 (“we”) and \_\_\_\_\_ a(n) \_\_\_\_\_, having its principal business address at \_\_\_\_\_ (“you”).

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) ~~an~~the offer to sell ~~is~~the franchise was made in the State of North Dakota; or (b) ~~an~~the offer to buy ~~is~~the franchise was accepted in the State of North Dakota; or (c) ~~if~~ you are domiciled in the State of North Dakota, the Pokemoto Shop that you develop under your Franchise Agreement is or will be operated in the State of North Dakota.

2. **RELEASES.** The following is added to the end of Sections 3.2.7 and 14.2.2(d) of the Franchise Agreement:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

**3. FEE DEFERRAL.** The following is added to the end of Section 4.1 of the Franchise Agreement:

Payment of the initial franchise fee will be deferred until all initial obligations owed to you under the Franchise Agreement or other documents have been fulfilled by us and you have commenced doing business pursuant to the Franchise Agreement.

**4. ~~3.~~ COVENANT NOT TO COMPETE / NON-INTERFERENCE.** The following is added to the end of Section 10.3 of the Franchise Agreement:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we will enforce the covenants to the maximum extent the law allows.

**5. ~~4.~~ LOST REVENUE DAMAGES.** The following language is added to the end of Section 18.15 of the Franchise Agreement:

We and you acknowledge that certain parts of this provision might not be enforceable under the North Dakota Franchise Investment Law. However, we and you agree to enforce the provision to the extent the law allows.

6. ~~5.~~ **ARBITRATION.** The following language is added to the end of Section 19.7 of the Franchise Agreement:

Notwithstanding the foregoing, to the extent otherwise required by the North Dakota Franchise Investment Law (unless such a requirement is preempted by the Federal Arbitration Act), arbitration shall be held at a site to which we and you mutually agree.

7. ~~6.~~ **GOVERNING LAW.** Section 19.8 ~~and 19.9~~ of the Franchise Agreement is deleted and replaced with the following:

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other United States 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 Colorado, without regard to its conflict of laws rules, except as otherwise required by North Dakota Law, and except that (1) any state law regulating the offer or 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 section, and (2) the enforceability of those provisions of this Agreement which relate to restrictions on you and your owners' competitive activities will be governed by the laws of the state in which your **RestaurantShop** is located.

8. ~~7.~~ **CONSENT TO JURISDICTION.** The following is added to the end of Section 19.8 and 19.9 of the Franchise Agreement:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, and subject to your arbitration obligations, you may bring an action in North Dakota for claims arising under the North Dakota Franchise Investment Law.

9. ~~8.~~ **WAIVER OF PUNITIVE DAMAGES.** To the extent required by the North Dakota Franchise Investment Law, Section 19.10 of the Franchise Agreement is deleted.

*[SIGNATURE PAGE TO FOLLOW]*

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

**FRANCHISOR:**

**POKE CO HOLDINGS LLC**

a Connecticut limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**FRANCHISEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**RIDER TO THE POKE CO HOLDINGS LLC  
FRANCHISE AGREEMENT  
FOR USE IN RHODE ISLAND**

**THIS RIDER** (this “Rider”) is made and entered into by and between **POKE CO HOLDINGS LLC**, a Connecticut limited liability company with its principal business address at 1169 N. Burleson Boulevard, Suite 107-226, Burleson, Texas 76026 (“we”) and \_\_\_\_\_ a(n) \_\_\_\_\_, having its principal business address at \_\_\_\_\_ (“you”).

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 an integral part of the Franchise Agreement. This Rider supersedes any inconsistent or conflicting provisions of the Franchise Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Rhode Island and the Pokemoto® Shop that you will operate under the Franchise Agreement is or will be located in Rhode Island; ~~and/or~~ (b) ~~any of the offering or sales activity relating to sell the Franchise Agreement occurred in~~ was made in the State of Rhode Island; or (c) the offer to buy the franchise was accepted in the State of Rhode Island.

2. **VENUE; GOVERNING LAW.** The following language is added to the end of Section 19.8 ~~and 19.9~~ of the Franchise Agreement:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this act.” To the extent required by applicable law, Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act.

*[SIGNATURE PAGE TO FOLLOW]*

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

**FRANCHISOR:**

**POKE CO HOLDINGS LLC**

a Connecticut limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**FRANCHISEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**RIDER TO THE POKE CO HOLDINGS LLC  
FRANCHISE AGREEMENT  
FOR USE IN VIRGINIA**

**THIS RIDER** (this “Rider”) is made and entered into by and between **POKE CO HOLDINGS LLC**, a Connecticut limited liability company with its principal business address at 1169 N. Burleson Boulevard, Suite 107-226, Burleson, Texas 76026 (“we”) and \_\_\_\_\_ a(n) \_\_\_\_\_, having its principal business address at \_\_\_\_\_ (“you”).

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 an integral part of the Franchise Agreement. This Rider supersedes any inconsistent or conflicting provisions of the Franchise Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Franchise Agreement. This Rider is being signed because the Pokemoto® Shop that you will operate under the Franchise Agreement is or will be established or maintained in Virginia.

2. **TERMINATION BY EITHER PARTY.** The following language is added to Section 17 of the Franchise Agreement:

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

*[SIGNATURE PAGE TO FOLLOW]*

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

**FRANCHISOR:**

**POKE CO HOLDINGS LLC**

a Connecticut limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**FRANCHISEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**RIDER TO THE POKE CO HOLDINGS LLC  
FRANCHISE AGREEMENT, REPRESENTATION STATEMENT, AND  
RELATED AGREEMENTS**

**FOR USE IN WASHINGTON**

**THIS RIDER** (this “Rider”) is made and entered into by and between **POKE CO HOLDINGS LLC**, a Connecticut limited liability company with its principal business address at 1169 N. Burleson Boulevard, Suite 107-226, Burleson, Texas 76026 (“we”) and \_\_\_\_\_ a(n) \_\_\_\_\_, having its principal business address at \_\_\_\_\_ (“you”).

**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) ~~any of the offering is directed into or sales activity relating to the Franchise Agreement occurred in~~ the State of Washington ~~and is received where it is directed~~; or (b) you are a resident of the State of Washington; or (~~ec~~) the Pokemoto Shop that you will develop or operate under your Franchise Agreement is or will be located or operated, wholly or partly, in the State of Washington.

**2. FEE DEFERRAL.** The following is added to the end of Section 4.1 of the Franchise Agreement:  
In lieu of an impound of franchise fees, we will not require or accept the payment of any initial franchise fees until (a) you have received all pre-opening and initial training obligations that are entitled to you under the franchise agreement or offering circular, and (b) your Shop is open for business.

**3. SITE SELECTION.** The following language is removed from Section 2.2.1 of the Franchise Agreement:

“or that your Shop operated at the Approved Location will be profitable or otherwise successful”.

**4. NO WARRANTY OR GUARANTY.** The following language is removed from Section 19.5 of the Franchise Agreement: “upon which you may rely”.

**5. ~~2.~~ WASHINGTON LAW.** The following paragraphs are added to the end of the Franchise Agreement:

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.

*[SIGNATURE PAGE TO FOLLOW]*

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

**FRANCHISOR:**

**POKE CO HOLDINGS LLC**

a Connecticut limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**FRANCHISEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## NEW YORK REPRESENTATIONS PAGE

**FRANCHISOR REPRESENTS THAT THIS FRANCHISE DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.**

## State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

California	<del>April 11, 2023</del> <a href="#">Pending</a>
Illinois	<del>March 31, 2023</del> <a href="#">Pending</a>
Indiana	<del>April 29, 2023</del> <a href="#">Pending</a>
Maryland	<del>April 27, 2023</del> <a href="#">Pending</a>
Michigan	<del>March 31, 2023</del> <a href="#">Pending</a>
Minnesota	<del>April 17, 2023</del> <a href="#">Pending</a>
New York	<del>April 13, 2023</del> <a href="#">Pending</a>
North Dakota	<del>May 2, 2023</del> <a href="#">Pending</a>
Rhode Island	November 16, 2023; <a href="#">as amended</a> _____
South Dakota	<del>March 31, 2023</del> <a href="#">Pending</a>
Virginia	<del>April 4, 2023</del> <a href="#">Pending</a>
Washington	<del>May 4, 2023</del> <a href="#">Pending</a>
Wisconsin	March <del>31</del> <del>29</del> , <del>2023</del> <a href="#">2024</a>

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans

**EXHIBIT J**

**RECEIPTS**

**RECEIPT  
(OUR COPY)**

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

If Poke Co Holdings LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Poke Co Holdings LLC or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this disclosure document at the earlier of our 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Under New York law, we must provide this disclosure document at the earlier of the 1st personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If Poke Co Holdings 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 G.

Issuance Date: **March ~~3129~~, ~~2023~~2024**

The franchisor is Poke Co Holdings LLC., located at 1169 N. Burleson Boulevard, Suite 107-226, Burleson, TX 76026. Its telephone number is 832-604-9568.

<input type="checkbox"/> Michael J. Roper 1169 N. Burleson Boulevard, Suite 107-226, Burleson, TX 76026 832-604-9568	<input type="checkbox"/> Mike Spavelko 1169 N. Burleson Boulevard, Suite 107-226, Burleson, TX 76026 832-604-9568	<input type="checkbox"/> _____ 1169 N. Burleson Boulevard, Suite 107-226, Burleson, TX 76026 832-604-9568
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See Exhibit G for Poke Co Holdings LLC's registered agents authorized to receive service of process.

I have received a disclosure document dated **March ~~3129~~, ~~2023~~2024** that included the following Exhibits:

Exhibit A	Financial Statements	Exhibit F	Table of Contents of Operations Materials
Exhibit <del>B-1</del>	Franchise Agreement	Exhibit G	State Administrators and Agents for Service of Process
Exhibit <del>B-</del>	<del>SaladCraft</del> <u>Veteran's Incentive Program</u>	Exhibit H	Sample General Release
<del>2C</del>	Addendum <del>to Franchise Agreement</del>	Exhibit I	State Riders and Addenda
Exhibit <del>CD</del>	<del>Veteran's Incentive Program Addendum</del> <u>List of Existing Franchisees</u>	Exhibit J	Receipts
Exhibit <del>DE</del>	List of <del>Existing</del> Franchisees <u>Who Have Left The System</u>		
<del>Exhibit E</del>	<del>List of Franchisees Who Have Left The System</del>		

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

Please sign this copy of the receipt, print the date on which you received this disclosure document, and return it, by mail to Poke Co Holdings LLC, 1169 N. Burleson Boulevard, Suite 107-226, Burleson, TX 76026, Attn: Legal. Tel: 832-604-9568. Email: info@pokemoto.com.

**RECEIPT  
(YOUR COPY)**

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

If Poke Co Holdings LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Poke Co Holdings LLC or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this disclosure document at the earlier of our 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Under New York law, we must provide this disclosure document at the earlier of the 1st personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If Poke Co Holdings 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 G.

Issuance Date: ~~March 3129, 2023~~ 2024

The franchisor is Poke Co Holdings LLC., located at 1169 N. Burleson Boulevard, Suite 107-226, Burleson, TX 76026. Its telephone number is 832-604-9568.

Michael J. Roper  
1169 N. Burleson Boulevard, Suite  
107-226, Burleson, TX 76026  
832-604-9568

Mike Spavelko  
1169 N. Burleson Boulevard, Suite  
107-226, Burleson, TX 76026  
832-604-9568

\_\_\_\_\_  
1169 N. Burleson Boulevard, Suite  
107-226, Burleson, TX 76026  
832-604-9568

See Exhibit G for Poke Co Holdings LLC's registered agents authorized to receive service of process.

I have received a disclosure document dated ~~March 3129, 2023~~ 2024 that included the following Exhibits:

Exhibit A	Financial Statements	Exhibit F	Table of Contents of Operations Materials
<del>Exhibit B-1</del>	<del>Franchise Agreement</del>	Exhibit G	State Administrators and Agents for Service of Process
<del>Exhibit B-2</del>	<del>SaladCraft Addendum to Franchise Agreement</del>	<del>Exhibit H</del>	<del>Sample General Release</del>
Exhibit C	Veteran's Incentive Program Addendum	Exhibit <del>H</del>	<del>State Riders and Addenda</del> <u>Sample General Release</u>
Exhibit D	List of Existing Franchisees	Exhibit <del>J</del>	<del>Receipts</del> <u>State Riders and Addenda</u>
Exhibit E	List of Franchisees Who Have Left The System	<u>Exhibit J</u>	<u>Receipts</u>

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

PLEASE SIGN THIS COPY OF THE RECEIPT, PRINT THE DATE ON WHICH YOU RECEIVED THIS DISCLOSURE DOCUMENT AND KEEP IT FOR YOUR RECORDS.