

## FRANCHISE DISCLOSURE DOCUMENT



The Melting Pot Restaurants, Inc.  
A Florida corporation  
7886 Woodland Center Boulevard  
Tampa, Florida 33614  
(813) 881-0055  
[www.meltingpot.com](http://www.meltingpot.com)  
[www.meltingpotfranchise.com](http://www.meltingpotfranchise.com)

As a Melting Pot® franchisee, you will establish and operate a restaurant featuring fondue and offering a wide variety of food and beverages, including required alcoholic beverages, under the Melting Pot® trade name and business system (a “Melting Pot® Restaurant” or “Restaurant”).

The total investment necessary to begin operation of a Melting Pot® Restaurant franchise business is \$1,617,128 to \$2,740,600. This includes \$38,500 to \$59,500 that must be paid to the franchisor or its affiliate(s).

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Collin Benyo, Franchise Growth Strategist, Restaurant Support Center, 7886 Woodland Center Blvd., Tampa, Florida 33614, (813) 425-6209.

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 contracts 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 be laws on franchising in your state. Ask your state agencies about them.

Date of Issuance: June 13, 2025, as amended March 31, 2026

## How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
<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 Exhibit M.
<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 Melting Pot® 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 Melting Pot® franchisee?</b>	Item 20 or Exhibits M and N 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 J.

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 agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Florida. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum advertising fund payments, regardless of your sales levels. Your inability to make payments may result in termination of your franchise and loss of your investment.
3. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce your anticipated profit of your franchise business.
4. **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.

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 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.**

1. Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(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 this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

2. A provision that permits a franchisor to terminate a franchise before 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.

3. 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.

4. 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.

5. 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.

6. 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:

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

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

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

(d) 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.

7. 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).

8. 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 \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor 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:

State of Michigan  
Department of Attorney General  
CONSUMER PROTECTION DIVISION  
Attention: Franchise  
670 Law Building  
Lansing, Michigan 48913  
Telephone Number: (517) 373-7117

**THE MELTING POT RESTAURANTS, INC.**

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Exhibit "M"	List of Current Franchisees
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Receipt for Disclosure Document

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN AN ADDENDUM OR RIDER IN EXHIBITS "K" AND "L," RESPECTIVELY.

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

**The Franchisor and any Parents, Predecessors and Affiliates**

The Franchisor is The Melting Pot Restaurants, Inc., referred to as “we,” “us,” or “our.” We also do business under the name “Melting Pot®” and “The Melting Pot®.” “You” means a person who buys a franchise from us. If you are a corporation, partnership or other entity, certain provisions of our Franchise Agreement also will apply to your owners. This disclosure document will indicate when your owners also are covered by a particular provision.

We are a Florida corporation, incorporated on August 14, 1984, as The Melting Pot Restaurants, Inc. Our current principal business address is 7886 Woodland Center Boulevard, Tampa, Florida 33614. Our registered agent for service of process in Florida is Scott Pierce, 7886 Woodland Center Blvd., Tampa, FL 33614. If we have a separate registered agent for a particular state, it is disclosed in Exhibit “J.” We conduct business under our corporate name and under the trade and service marks “Melting Pot®” and “The Melting Pot®,” and associated logos, designs, symbols, and trade dress (collectively the “Marks”).

We have been offering franchises for Melting Pot Restaurants since September 1984. We do not operate any Melting Pot Restaurants. We have affiliates that operate 3 franchised Melting Pot Restaurants located in St. Louis, Missouri, Farmingdale, New York, and Minneapolis, Minnesota, which are owned by our subsidiaries. We do not engage in other business activities, and have not offered, and do not currently offer, franchises in other lines of business.

We do not have any parents. We do not have any predecessors. We were previously affiliated with Front Burner Brands, Inc. (“FB”) (a Florida corporation formed on March 10, 2000, whose address was the same as ours), which provided management, administrative and support services to affiliate-owned and franchised Melting Pot Restaurants. On June 14, 2024, FB merged into us, and we became the surviving corporation providing all of the restaurant management services FB previously provided. FB did not offer, and has not offered, franchises of any type, nor (except as stated above) did it offer services to other franchisees, nor did it conduct a business of the type to be operated by you.

We have sold Melting Pot® Garlic & Wine seasoning on the Melting Pot website since 2018. In 2022, we commissioned a report from Data Essentials that uncovered an interest among consumers for retail fondue. The report confirmed there is a space for retail fondue offering in the market, and a Melting Pot branded fondue could benefit the brand and drive franchisee restaurant sales without jeopardizing restaurant visits. In the fourth quarter of 2023, we began selling Classic Fondue and Aged Cheddar & Gouda Fondue varieties in participating grocery retailers and in e-commerce. Beginning in the first quarter of 2024, we began selling fondue pot sets, t-shirts, and Melmallows™ through e-commerce as well. In the third quarter of 2024, we began selling dark, milk and white chocolate fondue varieties in participating grocery retailers and e-commerce. Our grocery retail and e-commerce program is incremental to the restaurant business and designed to reinforce brand awareness, keeping Melting Pot top of mind outside the four walls of the restaurant.

**The System**

We and our affiliates have expended considerable time and effort developing polished casual restaurants operating under the Marks (“Melting Pot® Restaurants” or “Restaurants”) that serve cheese fondue and may also serve (i) beef, chicken, seafood, and vegetable fondue, (ii) cooked and/or prepared entrees, (iii) chocolate fondue, (iv) salads, fruits, and fresh breads, (v) imported and domestic beer and wine, and (vi) other foods and beverages as specified by us. The dining, unique physical layout, aesthetic decor, lighting, background music, hours of operation, and service format of a Melting Pot® Restaurant combine to create an ambiance conducive to relaxed dining and conversation. As an integral part of the total dining experience, the guests of a Melting

Pot® Restaurant cook some of the food they are served in fondue pots or on a grill on in-table burners. Melting Pot® Restaurants operate according to our business formats, methods, procedures, designs, layouts, signs, artwork, music, equipment, menus, recipes, Marks, trade dress, standards and specifications, all of which we may improve, further develop or otherwise modify from time to time in our sole discretion (the “System”). You are required to have a liquor license and you must follow the guidelines of the Melting Pot® Core Beverage Program, including carrying and selling imported and domestic liquors and mixed drinks made from such liquors.

### **Unit Franchise Program – New Restaurants**

We grant to persons who meet our qualifications and who are willing to undertake the investment and effort the right to operate a Melting Pot® Restaurant at a single location acceptable to us. From at least September 2000 to June 2021, we offered the right to develop and operate Melting Pot® Restaurants at multiple locations within a geographic area (i.e., an area development program); however, we do not offer an area development program at this time. We offer franchises only in accordance with the terms of our Franchise Agreement. A copy of it is attached as Exhibit “B” to this disclosure document. The Melting Pot® Restaurant you will operate is referred to in this disclosure document as the “Restaurant.”

We do not offer subfranchises. We have 1 subfranchisor, Broyce, Inc., a Florida corporation, whose principal place of business is 1321 Caloosa Vista Road, Fort Myers, Florida 33901. Broyce, Inc. also has the right to offer franchises for Restaurants in the Florida counties of Orange, Seminole, Osceola and Alachua.

### **Successor Franchises**

If you are an existing franchise owner and want to obtain a successor franchise for your Restaurant, you must do so under the terms under our then current form of franchise agreement. A copy of our Franchise Agreement is attached as Exhibit “B.” In addition, you will sign our Successor Franchise Addendum, which modifies the Franchise Agreement to account for the fact that the franchise is a successor franchise, rather than the start of a new franchise. For example, the initial franchise fee, initial training, and development requirements are not applicable to a successor franchise. A copy of the Successor Franchise Addendum is attached as Exhibit “C.”

### **Competition**

You will be competing with other full-service restaurants. These restaurants may be associated with national or regional chains or may be local independent restaurants. While we are not aware of any other major national chains of fondue restaurants, local fondue restaurants are in operation in some market areas. You also will be competing with other food service outlets that feature products and services that differ from those offered by Melting Pot Restaurants. Your products and services will be offered to the general public, to individual consumers, primarily for on-site consumption. The market for Melting Pot®-style restaurant services is developed in some areas and developing in other areas, depending on the number of this type of restaurant in the particular area.

### **Regulations**

There are no regulations specific to the industry in which restaurants operate, although you must comply with all local, state and federal, liquor licensing (see below), health and sanitation laws that apply to restaurant operations. You may be required by local fire codes to install hoods or the like for capture and removal of cooking vapors from the fondue pots or grills on in-table burners at your Melting Pot Restaurant to comply with the fire code in your jurisdiction. Fire codes and their interpretation by governmental authorities responsible for enforcement, vary substantially from jurisdiction to jurisdiction. You should consult the governmental authority responsible for enforcement of the fire code for the jurisdiction within which your Melting Pot Restaurant will

be located concerning ventilation requirements before you sign the Franchise Agreement. We reserve the right to require you to install hoods in the dining area or in the kitchen, even if not required by applicable law.

You must obtain a retail alcoholic beverage license for the sale and consumption of beer, wine and liquor, along with food permits under state and local law, regulations and ordinances. These laws, regulations and ordinances vary significantly. You may also have liability imposed on you by Dram Shop Laws for injuries directly and indirectly related to the sale and consumption of alcoholic beverages. You should also understand that the sale of alcoholic beverages is heavily regulated by federal, state and local laws, rules and ordinances.

The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and various state and local departments of health and other agencies have laws and regulations concerning the preparation of food and sanitary conditions in restaurants. State and local agencies routinely conduct inspections for compliance with these requirements. There may be other laws applicable to Melting Pot® Restaurants. We urge you to make further inquiries about these laws.

### **Environmental Matters**

We have the right to periodically set environmental, sustainability and energy performance standards for Melting Pot® Restaurants through the Manuals or other written directives. You must abide by those standards. Our standards may change over time due to changes in applicable law, competitors' actions, consumer expectations, obtaining and maintaining a market advantage, available and affordable solutions, and other relevant considerations.

## **ITEM 2. BUSINESS EXPERIENCE**

### **Bob Johnston – Chairman of the Board**

Mr. Johnston has been an officer and one of our directors since our incorporation in August 1984. He served as CEO from November of 2014 until March 2025 and the role of brand President from April 2019 until March 2025. Mr. Johnston became Chairman of the Board in November 2014. Mr. Johnston served in all of these roles from our offices in Tampa, Florida. Mr. Johnston served in these roles for our affiliate Front Burner from November 2014 until June 2024.

### **John “JC” Crawford - CEO**

Mr. Crawford joined us in March of 2020 as Executive Vice President of Franchise & Restaurant Operations and became our CEO in March 2025. He served in all of these roles from our offices in Tampa, Florida. Mr. Crawford served as the Executive Vice President of our affiliate Front Burner from March 2020 until June 2024.

### **Scott Pierce - Chief Financial Officer and Treasurer**

Mr. Pierce joined us in May of 2005 as Senior Vice President of Finance and Treasurer and became our Chief Financial Officer in January 2012. He served in all of these roles from our offices in Tampa, Florida. Mr. Pierce served as the CEO of our affiliate Front Burner from November 2014 until June 2024.

### **Dan Stone - Chief Business Officer**

Mr. Stone joined us in September of 2006 as Director of Franchise Sales. He became Chief Business & People Development Officer in April 2015, Chief Operating & Development Officer in April 2019, and was named Chief Business Officer in March 2025. He served in all of these roles from our offices in Tampa, Florida. Mr. Stone served in these roles for our affiliate Front Burner from April 2014 until June 2024.

### **Randy Barnett – Chief Technology Officer**

Mr. Barnett joined us in April of 2017 as Vice President of Technology and became our Chief People Officer in March 2025. He served in all of these roles from our offices in Tampa, Florida. Mr. Barnett served as the Vice President of Technology for our affiliate Front Burner from April 2017 until June 2024.

### **Mike Mobley – Chief Talent Officer**

Mr. Mobley joined us in August of 2016 as Director of People, Policies and Perks. He became Vice President of People in August 2019 and was named Chief Talent Officer in March 2025. He served in all of these roles from our offices in Tampa, Florida. Mr. Mobley served in these roles for our affiliate Front Burner from November 2014 until June 2024.

### **Matt Zurcher – Vice President of Franchise & Restaurant Operations**

Mr. Zurcher joined us in January 2019 as Director of Operations for our company operated locations and served in this capacity until March 2020, when he was promoted to Director of Franchise & Restaurant Operations for the Melting Pot® Restaurant system. He became our Vice President of Franchise & Restaurant Operations in March 2025. He served in all of these roles from our offices in Tampa, Florida. Mr. Johnston served in these roles for our affiliate Front Burner from January 2019 until June 2024.

### **Jack Hancharick – Director of Franchise and Restaurant Operations**

Mr. Hancharick joined us in June 2025 as Director of Franchise and Restaurant Operations. From September 2015 to March 2022, he served as Corporate Director, Food and Beverage for OTO Development in Spartanburg, South Carolina. From March 2022 to December 2024, he served as Vice President, Full-Service Restaurants for TravelCenters of America in Westlake, Ohio. Mr. Hancharick works remotely at his home office in Westlake, Ohio and occasionally in our offices in Tampa, Florida.

### **Collin Benyo – Franchise Growth Strategist**

Mr. Benyo was named Franchise Growth Strategist in June 2022, and he works both remotely and in our offices in Tampa, Florida. From January 2018 until June 2022, he served as the General Manager of the Melting Pot Restaurant in Sarasota, Florida. Mr. Benyo served as the Franchise Growth Strategist for our affiliate Front Burner from June 2022 until June 2024.

### **Mark Johnston – Director**

Mr. Johnston has been one of our directors since our incorporation in August 1984. He has served as CEO of Scratch Concepts in Tampa, Florida since January 2015. Mr. Johnston also served as a director of our affiliate Front Burner from its inception in March 2000 until June 2024.

### **Robert “Ed” Bass – Director**

Mr. Bass became one of our directors in June 2024. He is the CEO of Fident Ventures and has served in this capacity since December 2020. From December 2019 until September 2023, he served as President of Equitas Corporation, where he has also served as its Board Member since December 2019. He served all of these roles in Tampa Bay, Florida. Mr. Bass also served as a director of our affiliate Front Burner from August 2020 until June 2024.

**Nick Powills – Director**

Mr. Powills became one of our directors in June 2024. He served as Chief Executive Officer of Hello Mainland LLC from January 2020 until November of 2024 and has been its Chief Growth Officer since November 2024. He served all of these roles in Chicago, Illinois. Mr. Powills also served as a director for our affiliate Front Burner from October 2023 until June 2024.

**Debra “Debbie” Eybers – Director**

Ms. Eybers became one of our directors in February 2025. Prior to joining our Board, she was semi-retired. Ms. Eybers is based in Tampa, FL.

**David Bever – Director**

Mr. Bever became one of our directors in February 2025. He was a Partner with Quarles & Brady LLP in Tampa, Florida from April of 2010 until September 2024 and currently serves as Retired Partner.

**Albert William “Bill” Goede – Director**

Mr. Goede became one of our directors in October 2025. He is an Assistant Professor of Instruction in the Muma College of Business and the Director of Business Development in the Center for Executive and Leadership Education at the University of South Florida (USF) and has served in both these capacities for USF in St. Pete, Florida since August of 2025. He was the President of Bank of America Tampa Bay from January 2007 until December 2024 and served as the Business Banking Market Executive for the Greater Tampa Bay market from September 2003 until December 2024. Mr. Goede is based in Safety Harbor, FL.

**ITEM 3.  
LITIGATION**

**Pending Actions**

None.

**Prior Actions**

*In re: Franchise No Poaching Provisions (The Melting Pot Restaurants, Inc.)*, Case No. 19-2-23510-1SEA (King County Superior Court, King County, Washington, September 9, 2019). In August 2019, the Attorney General for the State of Washington initiated an investigation into The Melting Pot Restaurants, Inc. (“TMPRI”) relating to its hiring practices. For many years, TMPRI has included language in its franchise agreements that restrict a franchisee’s ability to solicit or hire workers from other Melting Pot® Restaurants. The Attorney General asserted that the foregoing conduct constitutes a restraint of trade in violation of the Washington Consumer Protection Act, RCW 19.86.030. TMPRI expressly denied that this conduct constitutes a contract, combination, or conspiracy in restraint of trade in violation of the Consumer Protection Act, RCW 19.86.030, or any other law, and expressly denied that it had engaged in such conduct. Nonetheless, to avoid litigation and expense, on or about September 9, 2019, TMPRI entered into an Assurance of Discontinuance (“AOD”) in which TMPRI agreed: (a) it will no longer include no-poach provisions in any of its future franchise agreements; (b) it will no longer enforce no-poaching provisions in any of its existing franchise agreement; (c) it will notify all of its franchisees of the entry of AOD and provide them a copy of it upon request; (d) it will exercise reasonable commercial efforts to amend all existing franchise agreements with franchisees in Washington to remove any non-poaching provisions; and; (e) as they come up for renewal, TMPRI will amend all of its existing franchise agreements on a nationwide basis to remove any no-poach provision. The AOD is

not an admission of law, fact, liability, misconduct, or wrongdoing on the part of TMPRI, and TMPRI neither agreed nor conceded that the claims, allegations and/or causes of action which could have been asserted by the Attorney General have merit.

Other than this action, no litigation is required to be disclosed in this Item.

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

No bankruptcy is required to be disclosed in this disclosure document.

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

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

We charge an initial franchise fee in the amount of \$45,000. You must pay the initial franchise fee in a lump sum when you sign the Franchise Agreement. The initial franchise fee is nonrefundable. A portion of the initial franchise fee may be used to defray any commissions due to franchise brokers.

We are a member of the International Franchise Association (“IFA”) and participate in the IFA’s DiversityFran program, which provides financial incentives to qualified minorities to help them acquire franchised businesses. In support of this program, we currently reduce the initial franchise fee for the first location by 20% for qualified minorities new to our system (under our current initial fee, the reduced initial fee would be \$36,000). A qualified minority is any minority as identified by the US Census Bureau. The qualified minority needs to have majority ownership in the franchised business to receive this discount on the initial franchise fee. Our discount for qualified minorities cannot be combined with any other discount. We reserve the right to modify this program at any time.

We also participate in the IFA’s VetFran program, which provides financial incentives to qualified veterans to help them acquire franchised businesses. In support of this program, we currently reduce the initial franchise fee for the first location by 20% for qualified veterans new to our system (under our current initial fee, the reduced initial fee would be \$36,000). A qualified veteran is any honorably discharged veteran with a DD Form 214 document. The qualified veteran needs to have majority ownership in the franchised business to receive this discount on the initial franchise fee. Our discount for qualified veterans cannot be combined with any other discount. We reserve the right to modify this program at any time.

Melting Pot turned fifty in 2025. In celebration of the brand serving fondue for five decades, the first five Melting Pot franchises sold beginning July 1, 2025 will receive a discount of 50% of the Initial Franchise Fee, a savings of \$22,500. This Golden Anniversary financial incentive applies to new construction franchises only and expires the earlier of the fifth franchise sold or on March 31, 2026. Transfers of existing franchise agreements and successor agreements are not eligible for this incentive. The Golden Anniversary incentive cannot be combined with the VetFran or DiversityFran incentives.

##### **Extension Fee**

We may, but are not required to, grant you an extension of the time period to sign a lease or otherwise obtain the right to occupy a site pursuant to our Extension Policy. Under our Extension Policy, the following fees would apply:

<b>Extension Period</b>	<b>Extension Fee</b>
First 90 Days	-0-

<b>Extension Period</b>	<b>Extension Fee</b>
Second 90 Days	\$4,000
Third 90 Days	\$8,000

The Extension Fee is non-refundable if you do not obtain the right to occupy a site or open for business; however, Extension Fees will be applied as a credit towards the ongoing Royalty and Service Fee owed once you open for business.

**Real Estate Services Fee**

You will pay us \$2,500 for site selection services. We will engage a third-party vendor and pay for these services.

**ITEM 6.  
OTHER FEES**

<b>Type of Fee <sup>1</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Royalty and Service Fee <sup>2</sup>	5% of Gross Revenues <sup>3</sup>	Currently payable on or before the 10 <sup>th</sup> day of each calendar month.	Royalty and Service Fee is currently paid via electronic funds transfer on the 10 <sup>th</sup> day of each calendar month. We reserve the right to change the time, manner and frequency of the Royalty and Service Fee payments.
Brand Development Contribution (“BDF”). <sup>2</sup>	Up to 3% of Gross Revenues, <sup>3</sup> currently 2.2% of Gross Revenues. The BDF contribution will decrease to 1.7% on June 1, 2026. The combined total of your BDF and Local Advertising contribution may not exceed 4.5 percent.	As designated by us from time to time; currently payable on or before the 10 <sup>th</sup> day of each calendar month	Deposited in the Melting Pot ® Brand Development Fund. Brand Development Funds are controlled and spent by us. Your Brand Development Contribution is paid via electronic funds transfer on the 10 <sup>th</sup> day of each calendar month.

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Local Advertising	Up to 3% of Gross Revenues. Currently Local Advertising is 1.5% of Gross Revenues; however, on June 1, 2026 it will increase to 1.8%. <sup>4</sup> The combined total of your Brand Development Contribution and your Local Advertising may not exceed 4.5 percent.	Payable to local vendors for advertising and media placements as well as related printed materials as incurred for approved expenditures.	These expenditures are spent by you in your local market for tactical execution and media placement, including non-BDF managed digital, radio, television and out-of-home advertising (e.g., billboards, bus wrap or other outdoor advertising), for marketing and promotional materials that we have prepared or approved. Your Local Advertising requirement is reduced by any contribution you make to Cooperative Advertising. You will be automatically enrolled in a digital advertising program managed through the Brand Development Fund. The contributions from the BDF do not count towards your local advertising requirement. The digital advertising program managed by the BDF ensures a cohesive strategy and leverages centralized purchasing for impactful local market advertising.
Standards Re-Training Course <sup>5</sup>	\$2,000 per person, plus expenses	20 days after billing	Includes course registration fee and materials. You are responsible for travel and living expenses. This fee only applies if you designate additional manager(s) for training, or if we believe it is necessary for you or your managers to retake training in order to maintain successful Restaurant operations.
Additional, Refresher or UMELT Melting Pot LEAD <sup>6</sup>	Fees range from \$400 to \$2,000 per person, plus expenses	20 days after billing	We provide initial training to 4 people tuition-free. Additional training is provided for a fee. This fee only applies if you request additional Melting Pot LEAD Training, or if we believe it is necessary for you or your managers to retake Melting Pot LEAD Training in order to maintain successful Restaurant operations.

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Learning & Communication Fee <sup>7</sup>	Up to \$500 per Restaurant per year, (Currently \$383), for the e-learning subscription, plus estimated design and content development fees between \$75 and \$1,800 per year per Restaurant	20 days after billing	We have developed and implemented proprietary online training tools (“e-learning”) that are used for part of the initial training program and also for ongoing training of franchisees and their training of their employees, as determined by us.
Additional Assistance	Currently \$300 per day, plus expenses	20 days after billing	This fee only applies for additional onsite Company assistance as requested by you, at a rate of \$300 per day of requested onsite assistance, plus the actual cost of travel expenses to your location in connection with the onsite assistance.
Extension Fee	Fees range from \$4,000 to \$8,000	20 days after billing	We may, but are not required to, grant you an extension of the time period to sign a lease or otherwise obtain the right to occupy a site. If you obtain the right to occupy the site prior to the end of any extension period, we will refund the portion of the Extension Fee allotted to the days remaining in the Extension Period.
Transfer of Franchise	\$7,500, plus additional assistance expenses for training, if incurred; however, transfer fee is reduced to \$3,750 if transfer is to an existing franchisee	Prior to consummation of transfer	No charge if transfer is to a corporation or other business entity owned by you.
Successor Franchise Fee	1/2 of then-current initial franchise fee (currently \$22,500 based on \$45,000 initial franchise fee)	Upon signing then-current Franchise Agreement	In addition, we may also charge you for services that we render to you and actual out-of-pocket expenses that we incur in conjunction with the grant of the Successor Franchise. Payment of those charges is due upon receipt of our invoice. You must give us written notice no later than the 16 <sup>th</sup> month and no sooner than the 19 <sup>th</sup> month before expiration of the franchise agreement, pay the successor franchise fee and meet all conditions to obtain the successor franchise. At our option, you may be required to

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
			meet with us at our principal headquarters for 1-2 days to discuss successor franchise protocol. You are responsible for travel and living expenses associated with such meeting.
Audit	Fee equal to cost of inspection or audit, including any charges of independent accountants, travel expenses and per diem personnel charges	20 days after billing	Payable if your Gross Revenues, as reported to us, are understated by more than 2%, or if an inspection or audit is made necessary due to your failure to furnish, or timely furnish, required reports, financial statements or other information to us. These fees will not exceed our actual costs.
Evaluation Fee	Fee equal to our costs and expenses, including travel expenses and per diem personnel charges	20 days after billing	Payable if one or more follow-up evaluations are necessary to confirm that you have corrected deficiencies identified during any inspection.
Interest and Late Fees	Lesser of 1.5% per month or highest contract rate of interest allowed by law, plus a late payment fee of 5% of the amount due.	15 days after billing	Payable on all overdue amounts, including royalty and service fees, brand development contributions, and all other amounts due for purchases by franchisee from the Company or its affiliates and any other amounts owed by Franchisee to Company.
Compliance Fee <sup>8</sup>	\$100 to \$1,500 per individual violation of the Franchise Agreement	20 days after receiving our notice	Payable if you have violated your Franchise Agreement and we send you a notice of such violation. (See Note 8)
Management Fee	Will vary under circumstances	As agreed	Payable during period that our appointed manager manages the Restaurant if you die, become disabled or we otherwise determine that outside management is necessary to enhance the business of the Restaurant.
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Payable if you fail to comply with the Franchise Agreement.
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we incur any expenses in defending ourselves or are held liable for claims arising directly or indirectly from your Restaurant's operations or your breach of your Franchise Agreement.

<b>Type of Fee <sup>1</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Testing	Cost of Testing	20 days after billing	This covers the costs of testing new products or inspecting new suppliers you propose.
Relocation Training Fee <sup>9</sup>	\$1,800 per trainer per day (not to exceed a total of \$20,000)	30 days after billing	This covers the costs we incur (wages, airfare, transportation, hotel and per diem expenses) for our trainers if you want to relocate the Restaurant.
Construction & Design Relocation Fee <sup>10</sup>	Up to \$10,000 (currently \$5,000)	30 days after billing	This covers one set of design plans and specifications from which your architect must prepare all required construction plans and specifications to suit the shape and dimensions of the new location, if you relocate the Restaurant with our prior written approval.
Hosting Services	To be determined; not yet charged	To be determined; not yet charged	We may charge a reasonable fee for hosting services if we require you to use certain computer software accessible via the internet.
Website Enhancements/Integration (“WEI”) Fee	\$150 per month	As designated by us from time to time; currently payable on or before the 25 <sup>th</sup> day of each calendar month	We required you to pay by electronic funds transfer.
Gift Card Systems Fee	Currently \$10 per month, plus 10 cents for each transaction, per location	As designated by us from time to time; currently payable on or before the 25 <sup>th</sup> day of each calendar month	We require you to pay by electronic funds transfer. Gift card processing services are provided by a third party that bills us collectively for all Restaurant locations.
Customer Comments Software (InMoment)	\$12.50 per month	As designated by us from time to time; currently payable on or before the 15 <sup>th</sup> day of each calendar month	This service is provided by a third party that bills us collectively for all Restaurant locations.
Technology and User Fee <sup>11</sup>	Up to 1% of Gross Revenues (not currently charged), not to exceed a maximum contribution of \$20,000 per Restaurant per calendar year	To be determined; not yet charged	With respect to new systems, not currently in use, we may charge a technology and user fee for administrative services we perform in updating, developing, maintaining and/or hosting the restaurant management software system database or developing or providing access to other technology for use in the operation of Melting Pot® Restaurants, including, without limitation, HRIS software. This includes any supplemental software or

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
			programs that we may use from time to time to extract and/or analyze information contained in the database, which may be used for internal and external purposes.

NOTES:

1. Unless otherwise stated, you must pay all fees to us. All fees are non-refundable. Except where otherwise specified, all fees are uniformly imposed. We require you to pay any or all recurring and periodic fees and payments to us by electronic funds transfer. You agree to execute all documents required to authorize your bank to electronically transfer funds to our account.
2. If applicable laws or regulations prohibit payments to us on the sale of alcoholic beverages, then (i) the royalty and service fee is increased by 1.0% of Gross Revenues and (ii) the Brand Development Contribution may be an amount up to 3.33% of Gross Revenues.
3. “Gross Revenues” means the aggregate amount of all sales of food, beverages, goods, articles, and other merchandise, and the aggregate amount of all receipts for services performed, whether for cash, on credit, barter or otherwise, made and rendered in, about, or in connection with the Restaurant, including off-premises sales and monies derived at or away from the Restaurant, provided they are in connection with the business conducted at the Restaurant, including all discounts except for the amounts of coupon discounts we require as outlined from time to time in the Manuals. Authorized deductions as described in the Manuals from time to time are excluded from the definition of Gross Revenues. We may require that owner complimentary meals be included in the calculation of Gross Revenues at the full retail price charged to your customers for such meals. Gross Revenues does not include any federal, state, municipal, or other sales, value added, or retailer’s excise taxes that you collect and remit to state or local authorities. If applicable laws or regulations covering the Restaurant prohibit the payment of royalty fees or other amounts on the sale of alcoholic beverages, then the term “Gross Revenues” will exclude revenues on the sale of alcoholic beverages. Although we are not required to do so by the Franchise Agreement, we may periodically permit you to make certain deductions from Gross Revenues. We currently allow you to deduct complimentary sales from Gross Revenues. This deduction is not part of the Franchise Agreement, and you have no legal right to this deduction. It is strictly a business practice based on our current policy that we may discontinue at any time for any reason whatsoever, without notice. This deduction may only be taken for actual complimentary meals provided to customers or employees and for no other reason. This deduction, and any other deduction we authorize, is only available to you as long as you timely and accurately report your Gross Revenues, including deductions (and supporting documents) for authorized discounts and complimentary sales. We may stop permitting you to take this complimentary sales deduction or any other deduction at any time for any reason whatsoever.
4. You must spend (i) up to 3% of your Gross Revenues for the first six months of the year on local advertising, failing which you are required to make up any shortfall in spending within 60 days from June 30, and (ii) up to 3% of your Gross Revenues for the last six months of the year on local advertising, failing which you must make up any shortfall in spending by February 28 of the following year. As of the date of this disclosure document, we require that you spend 1.5% of your annual Gross Revenues for local marketing efforts. However, on June 1, 2026 this requirement will increase to 1.8% of Gross Revenues. We may increase or decrease the required local advertising expenditure at any point in the future, subject to the 3% maximum. These expenditures are made directly by you for local advertising and promotional activities for your Restaurant.

5. If you are not in compliance with system standards, we may, at our option, require you and/or your Restaurant's managers to complete our Standards Retraining Course, which is currently held at our Restaurant Support Center in Tampa, Florida. This course includes training and instruction on compliance with system standards and maintaining brand standards. We may use a variety of metrics to measure performance, including, without limitation, guest feedback, reporting, inspections, and quality certification scores, as determined by us, in our sole discretion.
6. We charge a training fee of up to \$1,500 per person, for (a) initial operations training of more than 4 persons; (b) additional managers completing training after the Restaurant is open; and (c) Standards Retraining Course, at our option, if you fail to operate the Restaurant in compliance with system standards. In addition, there is a fee for all management trainees/participants attending the ServSafe® Food Protection Manager Course and ServSafe® Alcohol Course (up to \$200 per person). You (or your majority shareholder, majority owner or approved managing partner) and all operating managers are required to have a manager food safety and alcohol certification through the ServSafe® program. Some states require that additional criteria be met in order to operate a restaurant; please check with your local state agency. We currently require all new managers to attend a UMELT (University of Mastering Exceptional Learning & Training) Melting Pot LEAD training program (up to 5 days in duration) in Tampa, Florida, which must be satisfactorily completed within 9 months after such person assumes his or her position. UMELT Melting Pot LEAD, which is a higher-level management curriculum, includes topics such as Melting Pot® culture, guest recovery, guest feedback, management, local store marketing, and other related Melting Pot® management topics.
7. We charge an annual license fee up to \$500, currently approximately \$383 per Restaurant, for access to these e-learning programs and tools. We may change the amount of this fee in our sole discretion. We may also charge on-going instructional fees (estimated to range from \$75 to \$1,800 per Restaurant per year) if we develop in our discretion any new e-learning programs, including but not limited to, new courses, Spanish translation and development software.
8. If we determine that you have violated the Franchise Agreement and send you a notice of breach, then we may assess a Compliance Fee ranging from \$100 to \$1,500 per notice. You will be required to pay the Compliance Fee within 20 days after receiving such notice. Additionally, if we incur any expense resulting from your violation of the Franchise Agreement, including any compliance violation, we may auto-debit the expense we incur from your bank account. The Compliance Fee will apply for each notice of violation, even if the violations relate to the same provision of the Franchise Agreement, but we will not assess a Compliance Fee more than one time per month for a particular violation. However, multiple violations resulting in multiple notices will result in multiple Compliance Fees and a higher Compliance Fee due to frequency of violations during each year. We may also require you or your employees to attend our Standards Re-Training Course and/or other refresher training programs. If the non-compliance relates to your failure to submit required financial reports in a timely manner, or the financial information you submit to us is inaccurate, we may require you to utilize the services of our internal accounting department and may charge you a reasonable fee to cover the cost of such services.
9. We will determine the number of trainers and the time period over which their assistance will be provided in connection with the re-location of your Restaurant. This will depend on a variety of factors, including, but not limited to, the number of new team members that you hire, the length of time between closing the former location and opening at the new location, and the availability of our personnel.
10. The design plans and specifications are provided for the specific site that we have approved in connection with the re-location of your Restaurant. We may charge additional fees if you request

excessive alterations of the plans provided. If, for any reason, you decide to pursue an alternate location, you must pay another fee for new design drawings for such alternate site.

11. We may assess user fees in the future for the purpose of updating, developing, maintaining and/or hosting any database for the restaurant management software system we are then using in the operation of Melting Pot Restaurants. We may also charge this fee for any other technology that we develop for use in the operation of Melting Pot® Restaurants or any supplemental software or programs that we use from time to time to extract and/or analyze information contained in the database. As new technologies are developed, we reserve the right to implement them, and to recover the costs associated with them, from you.
12. We reserve the right to cap or create a lower BDF percentage contribution after a franchisee reaches a specific BDF dollar amount contribution threshold so that higher sales volume restaurants are not unduly penalized by requiring that franchisee to pay a much higher total BDF contribution than is paid by franchisees who own restaurants with a more typical sales volume.

**ITEM 7.  
ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

<b>Type of Expenditure</b>	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be Made</b>
Initial Franchise Fee (1)	\$36,000 to \$45,000 (1)	Lump Sum	On signing Franchise Agreement	Us or our Affiliates
Real Estate Services Fee (2)	\$2,500	Lump Sum	On signing Franchise Agreement	Us
Extensions for Securing Site or Opening Restaurant (3)	\$0 to \$12,000	Lump Sum	On signing an extension of time per the Extension Policy	Us or our Affiliates
Real Estate (Rent – First 3 months) (4)(5)	\$28,500 to \$81,250	Lump Sum	As specified in lease or sublease	Landlord
Security Deposit (6)	\$0 to \$22,916	Lump Sum	On signing lease or sublease	Landlord
Leasehold Improvements (7)	\$830,000 to \$1,385,562	As Agreed	As Incurred	Contractors, Suppliers and Tradesmen
Computer and Point of Sale Hardware/Software (8)	\$25,000 to \$32,000	Lump Sum	As Incurred	Us or Outside Suppliers
Computer Software Installation and Training; First Year Subscription (8)	\$8,900 to \$15,000	Lump Sum	As Incurred	Us or Outside Suppliers
Gift Card Processing and Website Development/Enhancement Fee (3 months) (9)	\$677 to \$747	Monthly	Lump Sum	Us or Third Parties

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Restaurant Equipment, Furniture, Fixtures and Signage (10)	\$438,826 to \$732,000	Lump Sum	As Incurred	Outside Suppliers
Utility Deposits	\$4,000 to \$6,000	Lump Sum	As Incurred	Utilities
Opening Inventory and Supplies (11)	\$60,000 to \$70,000	As Agreed	As Incurred	Outside Suppliers and Us
Grand Opening Advertising (12)	\$15,000 to \$20,000	Lump Sum	As Incurred	Advertising Sources
Training Expenses (13)	\$90,000 to \$170,000	As Incurred	As Incurred	Us or Third Parties
Permits, Licenses – Alcoholic Beverages, Business and Health (14)	\$6,000 to \$10,000	Lump Sum	Before Opening	Third Parties
Insurance (3 months) (15)	\$750 to \$1,500	Installments	As Agreed	Third Parties
Legal	\$2,000 to \$3,000	Lump Sum	As Agreed	Third Parties
Accounting Firm (3 months) (16)	\$2,100 to \$2,500	As Agreed	As Incurred	Us or Third Parties
Reservation System (3 months) (17)	\$1,875 to \$3,625	Monthly	Monthly	Third Parties
Additional Funds (3 months) (18)	\$65,000 to \$125,000	As Incurred	As Incurred	Third Parties
<b>TOTAL ESTIMATED INITIAL INVESTMENT UNDER THE FRANCHISE PROGRAM (19)</b>	\$1,617,128 to \$2,740,600			

### Explanatory Notes

1. The current initial franchise fee is \$45,000. The initial franchise fee is non-refundable. We do not finance any fee. We are a member of the IFA and participate in the IFA's DiversityFran and VetFran programs. We currently reduce the initial franchise fees by 20% for qualified minorities and veterans in support of these programs. We are offering a Golden Anniversary financial incentive where the initial franchise fee would be reduced by 50% for eligible franchisees signed between July 1, 2025 and March 31, 2026.
2. You will pay us \$2,500 for site selection services. We will engage a third-party vendor and pay for these services. The total fee paid by us for site selection services is \$5,000. We do not profit from this fee.
3. Should you need additional time beyond 275 days from the effective date to execute the lease or purchase agreement or additional time beyond 545 days from the effective date to open the Restaurant for business, you can request an extension of time per our extension policy and pay the corresponding Extension Fee. Extensions are 90-day increments and are at the discretion of the Franchisor, but will not be unreasonably withheld. The first 90-day extension is complementary. The second 90-day extension is \$4,000. The third 90-day extension is \$8,000. The Extension Fee is non-refundable if you do not retain the right to occupy the site or open for business; however, Extension Fees will be applied as a credit towards royalty monies owed once you open for business.

4. Unless you own suitable premises, you must purchase or lease the premises for your Restaurant. A typical Melting Pot® Restaurant should occupy between 3,000 and 5,000 square feet of leased space in a strong retail hub or central business district. The annual rent (base rent plus pass through charges) for such space is estimated to range from \$114,000 to \$325,000, and it may be more depending on factors such as the size of the space, age, city where it is located, local economic conditions, tenant improvement allowance by the landlord, property condition, zoning, competition, frontage and location within the building, signage, additional expenses such as common maintenance and merchant dues, location, and reputation of the building or shopping center. In most cases, franchisees rent rather than purchase property. The initial investment assumes you will rent. If you purchase the premises, your initial expenses will dramatically increase.
5. The lease or sublease as well as any renewals for the premises at which your Restaurant will be located must contain terms reasonably acceptable to us. You must sign our current form Collateral Assignment and Assumption of Lease (Exhibit “E” to this disclosure document) and you and your landlord must sign our current Form of Rights of Franchisor Rider to Lease (Exhibit “E-1” to this disclosure document). We will not negotiate your lease, nor are we obligated to negotiate our Rider, with your landlord. You must use our designated real estate broker/consultant network for all of your site selection services. The total engagement fee for the site selection services provided by the real estate broker is \$5,000. We will remit the \$5,000 payment to the real estate broker on your behalf and you will pay us \$2,500 upon the signing of a Franchise Agreement for these services. Beyond your \$2,500 contribution for the site selection services engagement, we do not anticipate additional real estate fees to be paid by you as the landlord typically pays a brokerage commission to the brokers after the completion of a commercial real estate transaction.
6. The amount of rent and security deposit will depend on the size, condition and location of the premises and the demand for the premises among prospective lessees. We estimate that the security deposit will equal one month’s rent.
7. You must construct and decorate your Restaurant to conform to our specifications. Costs of leasehold improvements, which include floor covering, wall treatment, counters, ceilings, painting, window coverings, plumbing, electrical, carpentry and related work and contractor’s fees, will vary significantly depending on the condition, location and size of the premises, the demand for the premises among prospective lessees, contractor and labor costs and any construction or other allowances granted by the landlord after negotiations. These costs also include estimated impact and permit fees. Our estimate for real estate improvements and Restaurant equipment expenses assumes that you will not be required to install hoods or the like for capture and removal of cooking vapors from the fondue pots and grills on your in-table burners to comply with any state or local government laws or codes for the jurisdiction within which your Restaurant is located. As of the date of this disclosure document, no governmental authority has determined that hoods or the like for capture and removal of cooking vapors from the fondue pots and grills on the in-table burners at any Melting Pot® Restaurant are required for fire code compliance. But, fire codes and their interpretation by governmental authorities responsible for enforcement vary substantially from jurisdiction to jurisdiction. You should consult with fire, health, building departments or any other governmental authority responsible for enforcement of the fire code for the jurisdiction within which your Restaurant will be located concerning applicable requirements. The cost for installation of hoods or the like for ventilation of in-table burners of a typical Restaurant are estimated to range from \$75,000 to \$100,000. We reserve the right to require hoods in the Restaurant. Our Construction and Design Department will produce a number of items you will need in the design and layout of your Restaurant. However, you must also employ our designated design firm for design services for your Restaurant, the cost of which will range between \$40,000 and \$45,000. In order to maintain project quality and aid in controlling development time and costs, we restrict you to the use of an approved vendor. We maintain ownership of the designs. We may require you to

get a bid from our list of designated consultants, contractors and vendors. It may be necessary to have certain aspects of your building plans engineered. The costs of this will vary depending upon the scope of work required. Typically, engineering costs are minimal because we usually develop our restaurants in existing buildings or locations that were previously used as a restaurant. Engineering could include structural, HVAC, electrical, plumbing, etc. Anything above and beyond the standard scope of services furnished by the Construction and Design Department, including but not limited to, exterior improvements, additional drawings, etc., will be provided on an additional services and cost basis.

8. Our estimate for the back-office computer and point of sale (POS) hardware and software expenses assumes that you will purchase a computer and peripherals with the most current Microsoft Windows operating system (or then-current operating system that we prescribe in the Manuals), high speed internet modem, and back-office printer. This estimate includes the POS remote terminals, remote printers, cash drawers, power supplies, hubs, related cable requirements, POS software, and integrated credit card software. We currently require and designate a POS System, but we reserve the right to change the designated POS system at any time, and we may require the purchase of handheld POS devices and cases in the future. This estimate does not include additional programming of your POS software for customization. This estimate also includes your purchase of the digital KRM (Kitchen Reference Manual), which houses recipes and job aids for your Restaurant. Additional computer operating software requirements are for an Office Suite to include Microsoft Word, Excel, Outlook and other software applications commonly used for business. The computer system, as a whole, must be compliant with the standards created by the Payment Card Industry (“PCI”) Security Standards Council, including new or modified requirements. You must have adequate firewalls and antivirus software as required in the PCI Data Security Standards, and we reserve the right to require the use of a specified vendor. In addition to PCI standards, you must maintain other best practices for data protection, which may include, but are not limited to, GDPR standards or California Consumer Privacy Act standards. You must have wireless internet access which meets our required upload and download speeds, which specification may change from time to time. There is usually not a one-time purchase price for this service but a monthly reoccurring charge for internet access. We cannot provide an estimate of this since it can vary depending on your service provider, your location, and the type of connection you may have. The estimate for the aforementioned (excluding internet access) can range from \$32,000 to \$47,000, depending on the number of remote terminals. These costs are also subject to change depending on the wiring in an existing structure or other factors which may impact the ability of an infrastructure to support any or all required computer systems.
9. We currently require you to pay for gift card processing services and customer feedback services, which you must order through us. These services are provided by third parties that bill us collectively for all Restaurant locations. We cover the cost of these services and re-bill the franchisees for them, at cost.
10. This item includes the table burners, sinks, refrigerators, kitchen ventilation systems, display cases, marketing display TVs, tables, table extensions, stools, chairs, booths, utensils, a phone system, a desk, filing cabinets and related office supplies. The low end of the range assumes that you will either take over an existing restaurant space with some of these items already in place or purchase used equipment. The high end of the range assumes that all new equipment is purchased. We estimate that you will need between 35 to 73 burners initially, for an approximate cost of \$17,875 to \$23,725, excluding installation, taxes and freight. We estimate that the installation of the burners would be between \$0 (if you install the burners yourself) and \$1,000 (if you hire an electrician to install the burners).
11. The difference between the low and high range (3,000 square feet to 5,000 square feet) is attributable to the actual size of the Restaurant and the amount and variety of the food, beverage

and alcoholic products, small-wares, janitorial and paper goods, and other materials and supplies necessary for the opening of the Restaurant in compliance with our prescribed standards and specifications.

12. The Grand Opening advertising funds must be spent within a 90-day timeframe ranging from 30 days prior to opening and 60-days post-opening. This expense includes discounts and the cost of food and beverages for VIP and opening-related marketing events.
13. Training expenses include the salaried payroll for the management team during the required initial training program as well as pre-opening activities (recruitment, hiring and training of the restaurant staff); travel expenses associated with the initial training program, hourly payroll for the training of the restaurant staff leading up to the opening, and the cost of food and beverage associated with the hourly training to prepare for serving paying customers. The salaries for the initial training program reflect 4-5 weeks of training for up to 4 individuals (typically you and a 3-person management team) and one month of recruiting, hiring and training leading up to the restaurant opening. Travel expenses include airfare, lodging, per diem, parking, and transportation for the 4 individuals attending the initial training program, which occurs in a Melting Pot restaurant designated by us. We will train up to 4 people at no charge. This estimate does not include additional training fees which would apply if more than 4 total people attend initial training. Hourly labor for training typically begins around 2 weeks prior to restaurant opening to prepare the staff for serving paying customers on opening day and beyond. Menu items are prepared for training purposes and rehearsal/dry run shifts leading up to the opening. The cost of the food and beverage associated with training is included in the training expense. The total estimated range in training expenses varies on a variety of factors to include the management salaries and hourly wages in your market, the size of the staff hired, the travel expenses associated with the initial training program, and whether you will serve in one of the management roles. You must provide or purchase a laptop computer and have it available during initial training. The laptop must be available for each manager attending the initial training program for the duration of the required initial training. The laptop system specs will be provided to you in a separate document and must be able to access the management portal of the POS via an internet connection, your reservation system software, and the learning management system for demo/training purposes. The estimated cost of the laptop computer is \$800 to \$1,500.
14. You must obtain, at your expense, all required permits, licenses and approvals for construction and operation of your Restaurant. Applicable federal, state, and local laws may require you to obtain various licenses and/or permits for the operation of your Restaurant. Each county and/or state may differ in licensing and permit requirements for the services you will offer. It is your responsibility to research the requirements that apply to your specific territory, and to operate your Restaurant in full compliance with applicable laws. All services provided by your Restaurant must comply with state, local and/or federal laws. We also require you to obtain a license or permit for the sale of beer, wine and liquor. The cost of the beer, wine and liquor license varies substantially from state to state and county to county. The range estimated in this document may not reflect your actual cost, which could exceed the estimate, depending on your jurisdiction. Since the availability and expenses of acquiring a beer, wine and liquor license or permit varies substantially from jurisdiction to jurisdiction, you should consult the appropriate governmental authority concerning the availability of such licenses or permits and the associated expenses for your Restaurant before you sign a Franchise Agreement.
15. You must obtain insurance in the amounts and types of coverage we specify.
16. The cost of the third-party accounting firm typically ranges from \$700 to \$833 per month. An accounting firm would produce monthly financial and year-end financial statements.

17. The Reservation System fees range from \$7,500 to \$14,500 per year and are paid monthly. This estimate is for the first 3 months of the operation of your Restaurant.
18. This item estimates your additional initial start-up expenses. This estimate includes payroll costs for your General Manager, Assistant Manager, Kitchen Manager and restaurant staff. Additional funds also include loan origination fees, loan closing fees, potential SBA loan guarantee fees and other various costs. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise.
19. We relied on our experience from opening restaurants in the past and our experience in the restaurant business to compile these estimates. We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions from which you may request a loan. The total estimated start-up costs may exceed the high range depending upon the location, site conditions, local construction costs, local governmental fees and local market conditions, and other factors.

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

The source for virtually all of your purchases is restricted in some way.

### **Purchases from Us**

We require you to purchase certain third-party services that must be ordered through us, including real estate services, back office accounting software, email, learning management systems, reservation interface, gift card processing, customer survey services and website enhancements/integration (WEI) services. These services are provided by third parties that bill us collectively for all Restaurant locations. We cover all or part of the cost of these services and re-bill the franchisees for them, at cost. We currently are the only approved supplier of our proprietary fondue forks, fondue pots and fondue pot safety devices used in the transport of hot fondue pots. These items are distributed through a distributor we designate. We also are the only approved supplier for the plastic gift cards that you will sell at your Restaurant.

In the fiscal year ending March 31, 2025, our revenues from the sale of items to franchisees were \$9,915, which represents 0.04% of our total revenues of \$26,124,689. These figures are derived from our audited financial statements, which are attached as Exhibit "A" to this disclosure document.

Other than the cost of those items described in Items 5 and 6 of this disclosure document, the cost of equipment and services purchased from us represents approximately 1% of the total cost to establish a franchise and approximately 1% of the total operating expenses thereafter.

### **Approved Suppliers**

We will supply all proprietary items to an approved distributor for sale to you. If we develop other proprietary food products in the categories of frozen, refrigerated and dry (or shelf stable), we will supply them to an approved distributor, and you must purchase such food products from that distributor. You must purchase all meats, pork, chicken, fish, shellfish, proteins, dairy products, canned goods, dry goods, spices, produce items (which may or may not be part of nationwide buying program), supplies, and other items you use and sell at and from your Restaurant through our approved suppliers or distributors. You may have the option to purchase select items locally as outlined in our Manuals from time to time. You are required to pay for all goods and services

within negotiated terms. Please note that your credit rating can affect these terms. These terms may change without notice. You must purchase training materials that include printed materials from the approved supplier. You must purchase various marketing, website, search engine optimization, customer relationship management, social networking, wireless services, firewall, compliance security, and brand development products, services and/or software from the approved supplier. You must purchase various promotional items and uniforms for your staff from a manufacturer we designate. You must purchase credit card processing through our required third-party vendor, Toast POS. You must use our approved restaurant reservation provider, OpenTable. Once your Restaurant has been open for a year, we may require you to obtain and utilize the services of a designated or approved accounting firm if you fail to submit required financial reports in a timely manner or if the financial information submitted to us is inaccurate. We may, at our option, require you to utilize the services of our internal accounting department and, if so, we may charge you a reasonable fee to cover the cost of those services. You must also use our designated real estate broker/consultant network for all your lease negotiations. We do not make any express or implied warranties with respect to any products goods or services we supply to you or recommend for your use.

Required purchases from approved suppliers, including us, represents approximately 32% of your total purchases in connection with the establishment of your Restaurant and approximately 10% of your overall purchases in operating the Restaurant.

There are no suppliers in which any of our officers own an interest.

### **Rebates**

We negotiate with manufacturers to receive rebates on certain items you must purchase. Our revenue from rebates equaled \$2,772,829 for the fiscal year ending March 31, 2025, which is 10.6% of our total revenues of \$26,124,689 (see our audited financial statements attached as Exhibit "A" to this disclosure document). The amount of the rebates vary from 2% to 11% of invoice price, and additional vendors may pay rebates in the future. Our designated suppliers may not offer the lowest prices for every item, but for the sake of group buying, consistency and other collective benefits to the System, you must buy from these suppliers only. We are entitled to retain the rebates to partially compensate us for our ongoing efforts in establishing and maintaining quality sources of supply, in evaluating potential new suppliers, and in monitoring and evaluating approved suppliers and upstream manufacturers to ensure that those suppliers and manufacturers meet our quality and performance standards. Our affiliates derive no revenue from required purchases or leases.

### **Changes to Suppliers**

If you want to use any item that does not comply with our specifications or is to be purchased from a supplier that has not yet been approved, you must first submit sufficient information, specifications and samples for our determination whether the item complies with our specifications or the supplier meets approved supplier criteria. We may charge you a reasonable fee, including the cost of microbiological and nutritional tests, to cover the costs we incur in making this determination. Suppliers may be approved for specified geographical areas. A supplier that has been approved for one area might not be granted approval in another area. We will respond to requests to change suppliers within 30 days as long as we have the opportunity to fully evaluate such supplier. If we refuse to change or add a supplier suggested by you, we will give you the reasons for our disapproval. We will, periodically, establish procedures for submitting requests for approval of items and suppliers and may impose limits on the number of approved items and suppliers. Approval of a supplier may be conditioned on requirements relating to quality, design, price, distribution methods, supply considerations (including sustainability and fair trade), compatibility with Melting Pot® system and service and concentration of purchases with one or more suppliers in order to obtain better prices and service. Such approval may be temporary, pending our further evaluation of the supplier, and we reserve the right to withdraw our approval of a supplier at any time without notice. We have the right to limit the number of suppliers with whom you may deal, designate sources that you must use, and/or refuse any of your requests for any reason, including that we

have already designated an exclusive source (which may be us or our affiliate) for a particular item or service or if we believe that doing so is in the best interests of the Melting Pot® Restaurant network.

### **Standards and Specifications**

In order to maintain the quality of the goods and services sold by Melting Pot Restaurants and the reputation of the Melting Pot Restaurants franchise system, you must operate and develop the Restaurant according to our standards and specifications. Our standards and specifications may regulate, among other things, the use of certain plans, specifications, decor, artwork, music, blueprints, and designs for development of the Restaurant; types, models and brands of required fixtures, furnishings, equipment, signs, computer hardware and software, POS systems, materials, beverages and food products, and kitchenware, tableware and supplies to be used in operating the Restaurant; required or authorized products and product categories; and designated or approved suppliers of such items (which may be limited to or include us or our affiliates). Our standards and specifications may impose minimum requirements for quality, taste, cost, consistency, exclusion of unapproved food additives and/or chemicals, sustainability, fair trade certification, delivery, performance, design and appearance. We will notify you in our Manuals or other communications of our standards and specifications and/or names of approved suppliers. Required purchases according to our specifications and standards represent approximately 67% of your total purchases in connection with the establishment of your Restaurant and approximately 85% of your overall purchases in operating the Restaurant.

You must purchase certain brands of liquor (“Core Beverage”) under the Melting Pot® Core Beverage Program.

### **Restaurant Development**

Melting Pot® Restaurants must be constructed or remodeled in accordance with our standards and specifications. You must purchase or lease and use only such equipment and supplies as we may specify or approve and method that we prescribe. After lease execution, you are required to retain the service of an Architect and MEP (Mechanical, Electrical, Plumbing) consultant team. We or our designated architectural and design firm will furnish you with mandatory and suggested specifications and layouts for a Melting Pot® Restaurant, including requirements for dimensions, design, image, interior layout, decor, fixtures, equipment, signs and furnishings. The Construction and Design Department will furnish you with their normal Scope of Work. Anything above and beyond the standard scope of services, including but not limited to exterior improvements, additional drawings, etc. will be provided on an additional services and cost basis. You are required to use our Construction and Design Department services for the evaluation, layout, design and overall project guidance in the development of your location, subject to review and approval, along with our outside design vendor who will provide you services and invoice you directly for payment. You must also use architectural engineering and contractor firms acceptable to us. Our Construction and Design Department reserves the right to review and approve vendors providing services in the development of the restaurant, including: architectural, engineering, and general contracting. We may require you to get a bid from our list of designated consultants, contractors, project management and vendors. You are obligated at your expense to have the architect prepare all required construction plans and specifications, based on our design drawings and specifications, to suit the shape and dimensions of the Site and to ensure that such plans and specifications comply with applicable ordinances, building codes and permit requirements and with lease requirements and restrictions. You are required to provide multiple general contractor bids for review. You must at your expense use construction contractors designated or approved by us. You must pay all charges in connection with the services provided by the specified architectural and design, engineering, and contractor firm.

### **Computer Systems**

You must purchase and use the POS system and software, as well as all modifications, enhancements and revisions to them, as prescribed in the Manuals. We currently require you to use a designated POS system but reserve the right to designate another service as determined by the needs of the business. You must also

purchase computer hardware, including a laptop computer that is compatible with whatever back office system is designated. The laptop computer must also be capable accessing the management portal of the POS system and the reservation system software (or other systems and software that we prescribe). You must purchase the digital KRM (Kitchen Reference Manual) and associated licenses to house recipes and job aids for your Restaurant.

### **Insurance**

In addition to the purchases or leases described above, you must obtain and maintain, at your own expense, such insurance coverage that we require (including the coverage levels that we require and may adjust from time to time), which may periodically be adjusted, and meet the other insurance-related obligations in the Franchise Agreement. You are required to obtain property insurance (full cost replacement value of lease improvements), general liability insurance (\$2,000,000 general aggregate and \$1,000,000 per occurrence), liquor liability insurance (\$1,000,000 general aggregate and \$1,000,000 per occurrence), automobile liability insurance (\$1,000,000), workers' compensation insurance (\$500,000) and umbrella liability insurance (\$2,000,000 general aggregate and \$1,000,000 per occurrence). The foregoing is a non-exhaustive list, and we may modify insurance requirements from time to time, including by increasing the required coverage levels and policy limits. The cost of this coverage will vary depending on the insurance carrier's charges, terms of payment and your history. All insurance policies must name "The Melting Pot Restaurants, Inc. and its Affiliates" as additional insured parties. You are responsible for providing and maintaining written documentation verifying all coverage.

### **Real Estate Services**

We require you to use our designated real estate broker/consultant network for all of your real estate services. The current fee for site selection services is \$5,000, where \$2,500 is paid by you to us and \$2,500 is paid by us. The current fee for mid-term lease renegotiations is \$5,000 (\$2,500 paid by you and \$2,500 paid by us), plus 30% of any savings to you over the life of the lease term. The current fee for lease renewal negotiations is \$5,000 (\$2,500 is paid by you and \$2,500 is paid by us). We do not profit from Real Estate Services in any way. You are required to provide MEP consultants, paid by you, for an initial site evaluation with our Construction and Design team.

### **Miscellaneous**

Except as described above, neither we nor our affiliates currently derive revenue or other material consideration as a result of required purchases or leases. There currently are no purchasing or distribution cooperatives. We have developed purchase arrangements with suppliers for the benefit of franchisees and we may pursue additional similar arrangements in the future. Except as set forth above, we do not currently derive any financial benefit from these arrangements. We may negotiate purchase arrangements with suppliers for the benefit of franchisees, and/or to derive revenue or other material consideration as a result of required purchases or leases but intend to do so only if there will be a net cost savings to franchisees from the particular arrangement.

## **ITEM 9. FRANCHISEE'S OBLIGATIONS**

**This table lists your principal obligations under the franchise agreement 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.**

<b>Obligation</b>	<b>Section in Agreement</b>	<b>Disclosure Document Item</b>
a. Site selection and acquisition/lease	Sections 2 and 4 of Franchise Agreement; Collateral Assignment of Lease; Section 7 of the Successor Franchise Addendum;	Items 10, 11 and 12
b. Pre-opening purchases/leases	Sections 4, 10 and 11 of Franchise Agreement; Section 7 of the Successor Franchise Addendum;	Items 7, 8 and 10
c. Site development and other pre-opening requirements	Sections 4 and 10 of Franchise Agreement; Section 7 of the Successor Franchise Addendum;	Items 10, 11 and 12
d. Initial and ongoing training	Section 5 of Franchise Agreement; Section 6 of the Successor Franchise Addendum	Item 11
e. Opening	Section 4 of Franchise Agreement; Section 6 of the Successor Franchise Addendum	Item 11
f. Fees	Sections 4, 5, 9, 11 and 14 of Franchise Agreement; Section 4 of the Membership Agreement	Items 5 and 6
g. Compliance with standards and policies/ Manuals	Sections 4, 5, 6, 7, 10, 11 and 12 of Franchise Agreement	Items 8 and 11
h. Trademarks and proprietary information	Sections 5, 6, 7, 16, and 17 of Franchise Agreement; Noncompete Agreement; Confidentiality, Non-Solicitation and Assignment of Inventions Agreement (“Confidentiality Agreement”)	Items 13 and 14
i. Restrictions on products/ services offered	Section 10 of Franchise Agreement	Item 16
j. Warranty and customer service requirements	Not Applicable	None
k. Territorial development and sales quotas	Not applicable	None
l. On-going product/service purchases	Sections 2, 4, 5, 10 and 11 of Franchise Agreement	Item 8
m. Maintenance, appearance, and remodeling requirements	Sections 3, 4, 5, 10, 13 and 14 of Franchise Agreement; Section 7 of the Successor Franchise Addendum	Item 11
n. Insurance	Section 10 of Franchise Agreement	Item 8
o. Advertising	Section 11 of Franchise Agreement; Sections 11 and 12 of the Membership Agreement	Item 11
p. Indemnification	Sections 6 and 8 of Franchise Agreement; Section 2 of Collateral Assignment of Lease; Section 4 of Conditional Assignment of Telephone Numbers and Listings Agreement	Item 6

<b>Obligation</b>	<b>Section in Agreement</b>	<b>Disclosure Document Item</b>
q. Owner's staffing/ participation/ management	Sections 10 of Franchise Agreement; Noncompete Agreement; Confidentiality Agreement	Item 15
r. Records and reports	Section 12 of Franchise Agreement	Item 11
s. Inspections and audits	Section 13 of Franchise Agreement	Items 6 and 11
t. Transfer	Section 14 of Franchise Agreement; Section 10 of the Successor Franchise Addendum;	Items 10 and 17
u. Renewal	Section 3 of Franchise Agreement; Successor Franchise Addendum	Item 17
v. Post-termination obligations	Section 16 of Franchise Agreement; Noncompete Agreement; Confidentiality Agreement;	Items 10 and 17
w. Non-competition covenants	Sections 7 and 16 of Franchise Agreement; Noncompete Agreement; Confidentiality Agreement	Items 15 and 17
x. Dispute resolution	Sections 17 and 19 of Franchise Agreement; the Noncompete Agreement; Confidentiality Agreement; Section 13 of Collateral Assignment of Lease; Section 9 of Conditional Assignment of Telephone Numbers and Listings Agreement	Item 17

## **ITEM 10. FINANCING**

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

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

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

**Pre-Opening Obligations:** Before you open your Restaurant, we will:

1. provide you with our site selection criteria for the Restaurant and accept your site in our discretion after signing a Franchise Agreement. The site must meet our criteria for demographic characteristics, traffic patterns, parking, character of neighborhood, competition from and proximity to other businesses and other Melting Pot Restaurants, the nature of other businesses in proximity to the site and other commercial characteristics, and the size, appearance, and other physical characteristics of the proposed site. We will issue a letter accepting or rejecting a location you propose for the restaurant within 30 days after we receive the site selection worksheet and other materials we request. If you and we cannot agree on a site within 275 days of signing the Franchise Agreement, it will terminate unless we grant you an extension, in our sole discretion. (Franchise Agreement – Section 4)

2. provide Restaurant development assistance, which may include (i) space evaluation; (ii) design/package layout; (iii) foodservice design; (iv) kitchen/interior design; (v) tele-support; (vi) project management and value engineering; (vii) recommendations or requirements for architectural services; (viii) floor plan and rough sketch-ins; and (ix) layouts for POS, audio and visual. You will have the sole and ultimate responsibility for developing your Restaurant. We do not make any representation or warranty of any kind, express or implied, in regard to any contractors, subcontractors, etc. in connection with the development of the Restaurant. (Franchise Agreement – Section 4). Our Construction and Design Department will furnish you with their normal Scope of Work. Anything above and beyond the standard scope of services, including but not limited to, exterior improvements, additional drawings, etc., will be provided on an additional services and cost basis. To allow you to enjoy discounts available to our Construction and Design Department that you may be unable to secure, we may assist you in the purchase of certain materials and supplies for the construction of the Restaurant. However, you are solely responsible for the selection and the use of those items, and we make no warranty of any kind for the work or supplies we may help you to acquire. You agree to diligently pursue the preparation of Melting Pot® Restaurant for opening. You must begin operation of your Melting Pot® Restaurant within the earlier of 270 days after the date you sign the purchase agreement or lease for the premises of the Restaurant or within 545 days after the date you sign the Franchise Agreement, subject to any extensions we grant, in our sole discretion. We may, but are not required to, grant you an extension of the time period to sign a lease or otherwise obtain the right to occupy a site. (Franchise Agreement – Section 4) Under our current extension policy, we will not charge you a fee if you sign a lease or obtain the right to occupy the site within 90 days of the beginning of the Extension Period. If a lease is not signed or you have not obtained the right to occupy the site during the second 90-day Extension Period, we will charge you an Extension Fee of \$4,000 and if a lease is not signed or you have not obtained the right to occupy the site during the third 90-day extension period, we will charge you an Extension Fee of \$8,000. If you obtain the right to occupy the site prior to the end of any extension period, we will refund the portion of the Extension Fee allotted to the days remaining in the extension period.

3. inspect Melting Pot® Restaurant prior to its initial opening to determine its readiness to open. Such inspection will not be made until a Certificate of Occupancy has been granted by all applicable agencies. You will not commence operating until we grant approval. We do not make any guarantees, implied or otherwise for the contractors, sub-contractors, or anyone else involved in the building out of your Restaurant. (Franchise Agreement – Section 4)

4. as discussed in Item 8, identify the fixtures, furnishings, equipment (including computer hardware and software), signs, food products, materials and supplies necessary for the Restaurant to begin operations, the minimum standards and specifications that must be satisfied and the suppliers from whom these items may be purchased or leased (including us and/or our affiliates). (Franchise Agreement – Section 4)

5. grant you access (which may be electronic) to our Manuals. (Franchise Agreement –Section 5)

6. require each first-time franchisee or majority shareholder, majority owner or approved managing partner to complete initial training along with 2 additional qualified managers (a total of 3 operating managers/people if the Restaurant is to be open for dinner only, or a total of 4 operating managers/people if the Restaurant is to be open for lunch and dinner). We will train up to 5 individuals without charging a training fee. If the franchisee does not intend on acting as general manager of the Restaurant, we may still require him/her to complete all or a portion of the required initial training in addition to hiring and training 3 managers (total of 4 people). (Franchise Agreement – Section 5) A training fee of up to \$1,500 per person will be charged for training additional management personnel. This training is described in detail later in this Item. We are not obligated to train you and your manager when you sign a Successor Franchise Addendum, but you or one of your managers must satisfactorily complete any new training and refresher programs that we require, at your expense. The Successor Franchise Addendum is attached as Exhibit “C”. If you are being assigned or transferred a Franchise Agreement, you must comply with and successfully complete the requirements imposed on a first-time franchisee. (Franchise Agreement – Section 5)

7. after our receipt of your completed Pre-Opening Agreement and copies of a final Certificate of Occupancy, Board of Health Certificate and required liquor, beer and wine licenses for your Restaurant, we will provide you with one or more personnel, including an Operations Support Trainer, for such period of time as we consider necessary for supervisory assistance and guidance, consistent with the Manuals, in connection with opening and initial operation of your Restaurant. (Franchise Agreement – Section 5). A copy of the Pre-Opening Agreement is attached as Exhibit C to the Franchise Agreement.

If you are acquiring a successor franchise, we do not have the foregoing obligations.

**Continuing Obligations:** During your operation of the Restaurant, we will:

1. advise you periodically regarding the operation of the Restaurant based on reports you submit or inspections we make. In addition, we will provide guidance to you on standards, specifications and operating procedures and methods used by Melting Pot® Restaurants; purchasing required fixtures, furnishings, equipment, signs, products, materials and supplies; pricing; advertising and marketing programs; employee training; and administrative, bookkeeping and accounting procedures. Such guidance may include food and beverage cost tools and other financial information that we periodically prepare or compile and share with franchisees. Any such information is provided without warranty as to its completeness or accuracy, as there may be occasional errors or variations among unit measurements or market conditions that can affect the numbers or projections. Ongoing guidance will, at our discretion, be furnished in our Manuals, via the internet, videos or other written materials and/or during telephone consultations and/or consultations at our office or the Restaurant. (Franchise Agreement – Section 5)

2. furnish you with such additional guidance, assistance and training as we deem necessary or appropriate, including, but not limited to, a wine list, menu and beverage programs presented in the manner and style we prescribe, and recommended, suggested and/or prescribed prices, which may include minimum and maximum prices, for food and beverage products and services. (Franchise Agreement – Sections 5 and 10.K)

3. grant you access (which may be electronic) to our manuals (collectively, the “Manuals”), consisting of such materials (which may include handbooks, tests, training materials and videos) that we generally furnish to franchisees for use in operating Melting Pot® Restaurants. The Manuals contains mandatory and suggested specifications, standards, operating procedures and rules that we prescribe periodically. The Manuals may be modified periodically to reflect changes in our system. (Franchise Agreement – Section 5) If, for any reason your franchise is terminated or expired, you must return any printed copies of the Manuals and any Confidential Information to us.

4. issue, modify and supplement operating procedures for Melting Pot® Restaurants. We may periodically modify operating procedures, which may accommodate regional or local variations as we determine, and these modifications may obligate you to invest additional capital in the Restaurant and/or incur higher operating costs. However, these modifications will not alter your fundamental status and rights under the Franchise Agreement. (Franchise Agreement – Section 10)

5. inspect and observe the operations of the Restaurant periodically to assist you in complying with the Franchise Agreement and other aspects of our system. (Franchise Agreement – Section 13)

6. establish, maintain and administer a brand development fund (“Brand Development Fund”) if we determine that it is appropriate to do so. (Franchise Agreement – Section 11)

### **Brand Development Fund**

We direct all programs financed by the Brand Development Fund ("BDF"), with sole discretion over the creative concepts, materials and endorsements used and the geographic, market and media placement and allocation of the programs. We require you to contribute to the BDF such amounts that we prescribe periodically.

The BDF contribution amount is currently 2.2% of Gross Revenues of the Restaurant, but we are allowed to increase the contribution up to a total of 3.0% of Gross Revenues. On June 1, 2026, the BDF contribution will decrease to 1.7%; however, the decrease in the BDF contribution will be offset by an increase in the Local Advertising contribution, resulting in no increase of your combined total BDF and Local Marketing contribution. The combined total of your BDF and Local Advertising contribution may not exceed 4.5 percent of your Gross Revenues. The BDF may be used, without limitation, to pay the costs of preparing and producing video, digital media, audio and written marketing materials as well as printed pieces; website development and marketing, including, without limitation, digital advertising, social media activities; search engine optimization, administering regional and multi-regional advertising programs, including, without limitation, purchasing direct mail and other media advertising and employing advertising, promotion and marketing agencies to provide assistance, and vendors providing marketing services; development, implementation and maintenance of online asset management and email platform tools; and supporting public relations, market research and other advertising, promotion and internal and external marketing activities. We may use an in-house department to develop marketing or may use outside services. All decisions regarding media purchases and media placement will be made by us in our sole discretion.

The BDF is accounted for separately from our other funds and may not be used to defray any of our general operating expenses, except for such salaries, administrative costs, travel expenses and overhead as we may incur in activities related to the administration of the BDF and its programs, including, without limitation, conducting market research, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the BDF. We may spend, on behalf of the BDF, in any fiscal year an amount greater or less than the aggregate contribution of all Melting Pot® Restaurants to the BDF in that year, and the BDF may borrow from us or others to cover deficits or invest any surplus for future use. Any unused funds will be carried over to the following year. All interest earned on monies contributed to the BDF will be used to pay marketing costs before other assets of the BDF are expended. We do not intend to use any monies from the BDF for the preparation of franchise sales solicitation materials. We may incorporate the BDF or operate through a separate entity, and the successor entity will have all of the rights and duties described here. We will not prepare audited financial statements for the BDF.

The BDF is intended to maximize recognition of the Marks and patronage of Melting Pot® Restaurants. Although we endeavor to utilize the BDF to develop advertising and marketing materials and programs and to place advertising that will benefit all Melting Pot® Restaurants, we undertake no obligation to ensure that expenditures by the BDF in or affecting any geographic area are proportionate or equivalent to the contributions to the BDF by Melting Pot® Restaurants operating in that geographic area or that any Melting Pot® Restaurant will benefit directly or in proportion to its contribution to the BDF from the development of advertising and marketing materials or the placement of advertising. We assume no other direct or indirect liability or obligation to you with respect to collecting amounts due to, or maintaining, directing or administering, the BDF.

During the fiscal year ending March 31, 2025, the BDF spent an amount based on the total contributions made by the Restaurants as follows:

<b>Item</b>	<b>Percentage Spent</b>
Production	36%
Media Placement	20%
Administrative Expenses	44%
Other (Market Research)	4%
<b>Total</b>	<b>104%</b>

The Franchise Agreement authorizes us to spend in any fiscal year an amount greater or less than the aggregate contributions of Melting Pot® Restaurants to the BDF in that year. None of the BDF is used principally to solicit franchisees.

Melting Pot® Restaurants owned and operated by us and our affiliates contribute to the BDF on the same basis as franchise owners. Franchisee contributions to the BDF are generally on a uniform basis, but we may defer contributions of a franchisee and, upon 30 days' prior written notice to you, suspend contributions to and operations of the BDF for one or more periods of any length and to terminate (and, if terminated, to reinstate) the BDF. If the BDF is terminated, all unspent monies on the date of termination will be distributed to franchisees in proportion to their respective contributions to the BDF during the preceding 12-month period.

### **Local Advertising**

In addition to your required contributions to the BDF, you must spend for advertising and promotion of the Restaurant no less than the minimum amount that we designate from time to time, which will not exceed 3% of your annual Gross Revenues ("Local Advertising"); however, the total of your Brand Development Fund contribution and your Local Advertising may not exceed 4.5% of Gross Revenues. You must spend (i) up to 3% of your Gross Revenues for the first six months of the year on Local Advertising, failing which you are required to make up any shortfall in spending within 60 days from June 30, and (ii) up to 3% of your Gross Revenues for the last six months of the year on Local Advertising, failing which you must make up any shortfall in spending by February 28 of the following year. As of the date of this disclosure document, we require that you spend 1.5% of your annual Gross Revenues for Local Advertising efforts; however, on June 1, 2026 it will decrease to 1.8%. These expenditures are intended for paid media placement in your local market, such as radio, television, non-BDF managed digital and out-of-home advertising (e.g., billboards, bus wraps or other outdoor advertising). If you don't spend the minimum amount that we designate for advertising and promotion of the Restaurant, we may undertake Local Advertising and promotional activities on your behalf and charge you the cost of such activities via ACH from your Restaurant's bank operating account.

Your Local Advertising must include, without limitation, the following:

1. Participation in drives, contests, in-store promotions, social media programs and similar sales promotion programs as established by us from time to time. In addition, we may make arrangements with food and beverage manufacturers and distributors for special promotions of designated food and beverages by all Melting Pot® Restaurants. You must participate in such special promotions as specified by us from time to time, at the frequency and in the manner that we prescribe. Your participation in such special promotions may require you to pay, directly or through your local advertising cooperative if established, for the placement of specified advertising and specified media in your market area. (Franchise Agreement – Section 11.B.)
2. Participation in "micro-local" advertising strategies that we establish or designate from time to time, including grass-roots marketing/promotions and other micro-focused tactics, such as geo-coded direct mail, digital, cable, internet radio, and mobile device marketing (traditional media may also be appropriate in some markets), as determined or approved by us. (Franchise Agreement – Section 11.B.)
3. Local print or broadcast media or outdoor advertising (e.g., billboards, bus wraps, etc.) in your market area.
4. Listings and advertisements, which must be approved by us before publication, in local and online telephone directories, including under the listing for "Restaurants" (expenditures for phone book listings and advertisements do not count toward your required local advertising expenditures). (Franchise Agreement – Section 11.B.)
5. Search engine optimization for any micro-site web page for your Restaurant location, as recommended or required by us from time to time. A "micro-site web page" is an interior page that we include at the Melting Pot® website ([www.meltingpot.com](http://www.meltingpot.com)) containing information about your Restaurant. If we include such an interior page on our website, you will be solely responsible for preparing the content for such micro-site web page, at your expense, and for related search engine optimization. We may, at our option, obtain search engine optimization services for the entire website, including all micro-site web pages, and require each

Restaurant location to pay a pro rata share of such expenses. You will be responsible, at your expense, for providing content and updating the content for your micro-site web page at the frequency and in the manner that we prescribe. We may require you to use templates that we provide. You are responsible for the accuracy of all content on your micro-site web page and for ensuring compliance with all laws including the Americans with Disabilities Act and the copyright or trademark rights of any third party. WEI expenses that you incur for your micro-site web page will count toward your local advertising expenditures, but we may limit the amount of this credit to ensure that you use a blended micro local approach, acceptable to us, that incorporates other types of media and local advertising strategies and materials. (Franchise Agreement – Section 11.D.)

We may review your books and records relating to your expenditures for such advertising and promotion to ensure that you have spent the requisite amounts and that you have accounted for your expenditures in the manner required by us. If we determine that you have not spent the requisite amounts, we may require you, at our option, to (a) pay the unexpended amounts into the Brand Development Fund or (b) reimburse us for amounts that we spend satisfying your local advertising requirement, plus our related costs. (Franchise Agreement – Section 11.B.)

From time to time, we may develop and administer advertising and sales promotion programs, including menu discounts and coupons, customer loyalty and rewards programs, and charitable/fundraising programs, which are designed to promote and enhance the collective success of all Melting Pot® Restaurants and demonstrate the commitment of Melting Pot® Restaurants to the communities in which they operate. You must participate, at your expense, in these programs in accordance with the terms and conditions that we establish for such programs. We will determine the type, quantity, timing, placement and choice of media and market areas for such programs. We will also determine whether and to what extent these programs will count toward your required local advertising expenditures. Thus, your participation in these programs may be in addition to your local advertising requirements, as determined by us. (Franchise Agreement – Section 11.E.)

We have policies that regulate participation in certain coupons, online discount offers or promotions, including, but not limited to, Groupon.

### **Approval of Advertising**

All advertising for your Restaurant, including, but not limited to, press releases, social media messages, promotions and marketing, must be completely clear and factual, not misleading and conform to the highest standards of ethical marketing and the promotion policies which we prescribe periodically. Unless we provide otherwise in the Manuals or written bulletins, samples of all advertising, public relations, promotional and marketing materials that have not been prepared or previously approved by our Marketing Department, or which were previously prepared or approved but subsequently modified or altered by you, must be submitted to us for approval before their use. If you do not receive written disapproval within 15 days after we receive the materials, we will be deemed to have given the required approval, unless we have notified you prior to expiration of the review period that our review will take longer than 15 days, whether due to the nature of the proposed materials or other reasons. Our notice to you will specify the number of additional days for our review. We currently do not require you to submit to us for approval advertising created with approved marketing assets for local web pages, approved e-mail marketing vendors, and approved and/or current asset management tools. We may change, limit and/or revoke these exemptions from time to time, in our sole discretion. You may not use any advertising or promotional materials that we have not developed or approved, and you will promptly discontinue the use of any advertising or promotional plans or materials, whether or not previously approved or exempt, and whether or not you have already printed or developed them, upon notice from us. (Franchise Agreement – Section 11) No publications, media outlets, or marketing or public relations firms are authorized to develop any marketing materials on behalf of Melting Pot® Restaurants unless authorized in writing by Senior Management in our Marketing Department.

You may not videotape, film or photograph any aspect of your Restaurant or its operations for advertising, marketing or promotional purposes without our prior written consent.

### **Digital Advertising Program Cooperative**

To ensure all locations benefit from a cohesive and impactful digital advertising strategy, all locations will be automatically enrolled in a digital advertising program managed through the BDF (Franchise Agreement – Section 11). Expenditures by the BDF on this program are not included in the calculation of your Local Advertising requirement. The allocation of paid digital media funds by location is determined based on a minimum system-wide contribution and other factors and ensures strategically purchased and placed digital media to support your local market through enhanced audience segmentation and unified brand messaging. We administer the BDF, including but not limited to paid digital advertising efforts, and may, at our sole discretion, use agency partners to assist in its management. While specific governing documents for the Digital Advertising Program will not be created, we will provide regular updates on the overall strategy and performance through established communication channels. We will monitor campaign performance and relevant market trends to optimize effectiveness. The Franchisor retains the sole discretion to modify or dissolve the Digital Advertising Program.

### **Strategic Partnership Committee**

While there is not a council composed of franchisees dedicated solely to advertising, we have voluntarily established a franchisee advisory council known as the “Strategic Partnership Committee” (“SPC”) which addresses matters of interest to the MELTING POT Restaurant System, including marketing. The SPC will consist of a representative group of franchisees and the executive leadership and other department leaders of the Melting Pot Restaurant Support Center. The franchisee representatives will be elected by franchisees and represent various geographical areas of the country. The purpose of the SPC is to review strategies and plans, and discuss other matters of common interest, for the Melting Pot Restaurant system, with the goal of driving the success and profitability of the Melting Pot brand and creating “Fondue Fanatics” through a guest centric culture consistent with our mission, values and principles. Although we consult with the SPC and value its insights, its recommendations are not binding on us. We retain the power to change or dissolve the SPC at any time.

### **Computer Systems**

We require you to purchase a POS system for your Restaurant from our preferred vendor. The POS system includes terminals, POS handhelds, printers, cash drawers, power supplies, switches, related cable requirements, POS software and integrated credit card software. We reserve the right to change the designated POS system and software from time to time. The POS system requires wireless connectivity. You must use the wireless access points, firewalls, cellular backups and a managed security services vendor we specify. The computer system, as a whole, must be compliant with the standards created by the PCI Security Standards Council, including new or modified requirements. In addition to credit card information, your computer network infrastructure must also protect from disclosing customer data, including any profile data provided by your customers during the course of operating your Restaurant. You must use the compliance security vendor we specify. You must be in compliance with other industry standards, including but not limited to, the GDPR and the CCPA, and any other states’ Consumer Privacy Acts. We have independent access to the information generated and stored on the computer system, including financial data, and there is no contractual limitation on our right to access this information.

You must maintain, at your expense, a high-speed cable internet connection with download speeds of at least 10 MB and upload speeds of at least 5 MB (when obtainable), or such upload speeds as are necessary to implement the “e-learning” online training system and any other software applications required as described below. If, you cannot obtain the required internet speed through your local ISP, we must approve the speed which you can obtain. Additionally, you must obtain at your expense (through our required managed security services provider) a secondary internet connection for use in the firewall to allow continuous operation of the

POS system when the main internet provider fails. The overall network infrastructure, which includes network cabling, hardware, software and services must be installed and maintained by a vendor approved or required by us, shall be in accord with a set of standards defined by us, and you must adhere to these standards both upon installation and throughout the term of your franchise agreement. We may require you to use an accrual method of accounting and to comply with other requirements prescribed by us in the Manuals from time to time. We estimate the cost of the required computer system and its related components, including the POS system, will be approximately \$25,000 to \$32,000.

Gift cards are issued and redeemed electronically using a card similar to a credit card. We also sell digital gift cards on our website. These gift cards will be presented to you for redemption either as a paper printout or on a cellular phone. You may be required to purchase a terminal and printer or software from an approved vendor for processing these gift cards. Currently, gift cards are processed through the POS system. No additional hardware or software is needed. A third-party processor will maintain all records of cards issued and redeemed electronically. You will establish an account and complete an electronic funds transfer agreement so that any monies owed to you for cards you redeem that were sold elsewhere, and monies you owe for cards you sold that are redeemed elsewhere, can be rectified with your account on a monthly basis. We may change the frequency and manner of such payments from time to time. You must follow our rules and procedures governing the offer, sale, redemption and crediting of gift card transactions, as modified from time to time, including responsibility for gift card obligations for gift card sales made through your Restaurant. In the future, we may require that all monies for gift card sales made through your Restaurant be paid to us or our designee, for centralized processing, redemption and crediting of gift card transactions.

Neither we nor any other software or hardware supplier has any obligation to provide ongoing maintenance, repairs, upgrades or updates. We estimate the annual cost of any optional or required maintenance, updating, upgrading or support contracts to be \$400 to \$2,000 which is payable to us at the time and frequency we determine (e.g., daily, weekly, monthly etc.).

You are required to purchase the digital KRM (Kitchen Reference Manual) and associated licenses to house recipes and job aids for your Restaurant.

You are required to maintain the designated restaurant reservation system that allows for guests to make online web-based reservations, including required hardware and software, in accordance with our standards and specifications. Currently, Open Table is the required vendor, but we might require another vendor of our choosing at any time. You are required to take online reservations for the maximum party size your location has available and for the entire duration of your operating hours. We will specify from time to time required settings for your online reservation system to maximize business at your Restaurant, which we may alter without notice and through email. We estimate that the annual cost of the restaurant reservation system (including monthly subscription fees) is approximately \$7,500 to \$14,500. The cost varies depending on numerous factors including, but not limited to, the number of reservations booked through the Melting Pot® website versus the service provider's website, market variations in booking fees, and how much space each Restaurant allows for "online diners" booked through the reservation system.

### **Site Selection**

We must accept the site for the location of your Restaurant. The site must meet our criteria for demographic characteristics, traffic patterns, parking, character of neighborhood, competition from and proximity to other businesses and other Melting Pot® Restaurants, the nature of other businesses in proximity to the site and other commercial characteristics and the size, appearance and other physical characteristics of the proposed site. If you do not locate and secure a site for your Restaurant within 275 days of signing the Franchise Agreement, we may terminate your Franchise Agreement and your Initial Franchise Fee is forfeit. We also must accept the letter of intent ("LOI"), lease or sublease, including any renewals, for the premises of your Restaurant before it is signed. We will not unreasonably or untimely withhold such acceptance. You must deliver a copy of the signed LOI, lease, and any lease amendment, addendum or renewal to us within 30 days after its execution.

Our acceptance of the LOI or lease indicates only that we believe that its terms fall within the acceptable criteria we have established as of the time of our acceptance. You and your landlord must collaterally assign the lease or sublease for the Restaurant to us as security for your timely performance of all obligations under the Franchise Agreement and obtain the lessor's consent to the collateral assignment. A copy of the collateral assignment is attached as Exhibit "E" to this disclosure document. We require you to include in your lease, language granting us certain rights. Our current form of Rights of Franchisor Rider to Lease is attached as Exhibit "E-1" to this disclosure document. We also require you to sign our form of Conditional Assignment of Telephone Numbers and Digital IP in the form attached as Exhibit "D." We will not negotiate your lease with your landlord. We are not obligated to negotiate our Rider with your landlord. You must use our designated real estate broker/consultant network for all your site selection services.

### **Time To Opening**

We estimate that there will be an interval of 12 to 18 months between the execution of the Franchise Agreement and the opening of the Restaurant, but the interval may vary based upon such factors as the supply of suitable restaurant space in your territory, your financial requirements and creditworthiness, the time required to obtain government permits, approvals, and licenses, and the availability of construction, labor, materials, equipment and the like. You may not open the Restaurant for business until: (1) we approve the Restaurant as developed according to our specifications and standards; (2) pre-opening training has been completed to our satisfaction; (3) the initial franchise fee and all other amounts then due to us have been paid; and (4) we have been furnished with copies of all required documents, including evidence of all applicable permits, insurance coverage, development drawings and specifications, and payment of premiums as we request. We require you to finalize your real estate negotiations and execute a purchase or lease agreement for the premises within 275 days from signing the Franchise Agreement. We estimate that the typical time necessary for opening a Melting Pot® Restaurant after negotiations for the site have been finalized will normally vary from 4 to 8 months. You must open the Restaurant for business within the earlier to occur of 545 days after signing the Franchise Agreement or 270 days after purchasing or leasing the premises. You must obtain our prior written approval in advance of the opening of the Restaurant. (Franchise Agreement – Section 4)

Any extensions of the time period to execute a lease or purchase agreement or to open the Restaurant for business are subject to our extension policy, which may change periodically and may require you to pay us additional fees. You must request an extension prior to the applicable deadline.

### **Training**

Before the Restaurant's opening, all franchisees must meet the following minimum requirements for management personnel and satisfactorily complete the training indicated. Initial training must be successfully completed to our satisfaction 30 days before the Restaurant opens for business. No Restaurant may open until the following minimum requirements are met:

1. Employ a 3-person (or 4-person if your Restaurant exceeds \$2,000,000 in sales volume) qualified management team to manage the Restaurant – 1 will be the General Manager, and 2 to 3 will be the Assistant Managers, one whose primary, but not exclusive, duties will include all responsibilities where guests are served, called the "Front of the House," and one whose primary, but not exclusive, duties will include responsibility for the kitchen, which we call the "Heart of the House." Each manager must fulfill the job duties for his or her position as described in our Manuals or otherwise.
2. The General Manager, who will oversee the entire operation of the Restaurant, can be the franchisee (or one of its owners in the event franchisee is a business organization) or an employee with verifiable general manager experience in the restaurant and hospitality industry. The General Manager is required to be a high school graduate, and college course work or professional certification / education in restaurant or business / training field is highly desired and

recommended. A minimum of 2 years' experience as a General Manager or 3 years as an Assistant General Manager in an upscale-casual/quick-casual or high-end restaurant concept; or an equivalent combination of education and / or work experience, is required. The General Manager must successfully complete the Melting Pot Restaurant Operations Training Program, stay current (and retrain from time-to-time as needed to stay current) on Front of the House and Heart of the House skills, both of which are described in Section 2 of the System Standards Manual, the table of contents of which is attached hereto as Exhibit "F." Food safety manager and alcohol certification through the ServSafe® program is also required.

3. The Assistant Manager whose primary, but not exclusive, duties will include all Front of the House responsibilities (the "Manager") is required to be a high school graduate, and college course work or professional certification / education in restaurant or business / training field is highly desired and recommended. A minimum of two years' experience as an Assistant Manager in an upscale-casual/quick-casual or other high-end restaurant concept, or an equivalent combination of education and / or work experience, is required. The Manager must successfully complete the Melting Pot Restaurant Operations Training Program, stay current on front of the house and heart of the house skills, and retrain from time-to-time as needed to stay current. Food safety manager and alcohol certification through the ServSafe® program is also required.
4. The Assistant Manager whose primary, but not exclusive, duties will include all Heart of the House responsibilities (the "Kitchen Manager") is required to be a high school graduate, and college course work or professional certification / education in restaurant or business / training field is highly desired and recommended. A minimum of two years' experience as an Assistant Manager or Kitchen Manager in an upscale-casual/quick-casual or other high-end restaurant concept, or an equivalent combination of education and / or work experience, is required. The Kitchen Manager must successfully complete the MELTING POT Restaurant Operations Training Program, stay current on front of the house and heart of the house skills, and retrain from time-to-time as needed to stay current. Food safety manager and alcohol certification through the ServSafe® program is also required.
5. The General Manager can, contingent upon our approval, be the franchisee (if the franchisee is an individual), one of its owners (if the franchisee is a business organization), or an employee with verifiable general manager experience in the restaurant and hospitality industry. Regardless of whether you (or one of your owners) will be the General Manager, you (or an owner acceptable to us) may be required to complete all or any portion of our initial training program and/or complete food safety and alcohol certification through the ServSafe® program, as determined by us in our sole discretion. If you or one of your owners will serve as the General Manager for the Restaurant, you must perform all duties of the General Manager position as determined by us from time to time and set forth in the Manuals or otherwise.
6. The General Manager, Manager and Kitchen Manager must satisfactorily complete our initial training program described below (currently 4-5weeks of training). The time in training is based on the Areas of Responsibility (AORs) for each manager in the program. Each of them must also complete food safety and alcohol certification through the ServSafe® program. If the franchisee is not serving in the capacity of one of the management roles, at least one franchisee (if multiple owners) must satisfactorily complete our 3-week initial training program.

If the Franchise Agreement relates to your second or subsequent Restaurant, we will not require you (or your majority shareholder, majority owner or approved managing partner) or your managers to complete the initial training program, as long as such individuals have previously successfully completed our initial training program. Any management personnel for your second or subsequent Restaurant who have not already completed our initial training program will be required to do so.

We may require that Restaurants projected to exceed \$2 million in annual sales add an additional manager to support operations. We provide initial training for up to 4 individuals at no charge. If we train additional people, or if we train any new or replacement managers once your Restaurant opens for business, you must pay us a training fee of up to \$1,500 per person.

Training is provided by, or under the supervision of our Field Training & Development Department. Individuals involved in the training will include qualified in-store management and/or our designated trainers. As of our most recent fiscal year end, we provided the following training:

### TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Prep / Expo / Salad, Entrée, and Chocolate Line	2	66	Certified Training Locations (various states)
Dishwasher	1.5	6	Certified Training Locations (various states)
Service Assistant	2.5	8	Certified Training Locations (various states)
Hospitality Specialist	1.5	16	Certified Training Locations (various states)
Bartender / Wine Service	1	16	Certified Training Locations (various states)
Server	1.5	16	Certified Training Locations (various states)
Management / Supervision & Administration	5	80	Restaurant Support Center, Tampa, FL, and Certified Training Locations (various states)
<b>TOTAL</b>	<b>15</b>	<b>208</b>	

The Training materials include the Manuals, PowerPoint presentations, handouts, and other sources of information located on different platforms. Training will be conducted by one or more of the following employees and is led by Brad Styles. Brad is a management and training professional with over 13 years of training experience and four years of store operations experience with restaurant chains and a nationwide retail chain.

Training is offered multiple times throughout the year both in our offices in Tampa, Florida as well as Certified Training Restaurants (franchisor and franchise-owned Restaurants). You may select dates to attend based on our annual training calendar. Training will only be conducted during those dates that we specify. It is your job to ensure that all training is completed to our satisfaction prior to opening your Restaurant. Successful completion of training is validated/measured through on-the-job observations, written and online training assessments, practice quizzes and classroom training, conducted by our certified restaurant general managers, trainers and Restaurant Support Center representatives.

We have developed and implemented “e-learning” online training courses and as part of the initial training and all or any portion of ongoing training to you and your employees. We will charge you an annual access fee (currently \$250 per Restaurant) and may also charge you on-going fees (estimated to range between \$75 and \$1,500 per Restaurant per year) for Spanish translation and development of new e-learning programs, as determined by us in our discretion. All travel and living expenses incurred by trainers must be paid by you. A separate training fee of up to \$2,000 per person will be charged for operations training for more than 4 people before or after the Restaurant is open.

You must ensure that all of your general managers and managers successfully complete the ServSafe® Food Protection Manager course and the ServSafe® Alcohol course. We can charge you a fee (up to \$200 per person) for each management trainee / participant attending the ServSafe® Food Protection Manager course and the ServSafe® Alcohol course.

Some states require additional criteria be met in order to operate a restaurant; please check with your local health department for local / state mandates related to food safety and responsible service of alcohol.

### **On-going Training/Annual Events/Training Seminars**

We may require you and/or any or all of your management personnel to attend periodic refresher training courses, conferences, seminars, meetings or events we provide from time to time and pay the applicable fees. In addition, we may require you and one manager you designate to participate and satisfactorily complete any and all new and/or revised training on menu changes and company rollouts that we implement from time to time. You must pay all costs associated with training materials and revising materials, charts, posters or other training related collateral. You must give us reasonable assistance in training other franchisees; we will reimburse you for your reasonable out-of-pocket expenses in providing such assistance.

At least one franchisee with 10 percent or greater ownership who is involved in the operation of the restaurant is required to attend any annual brand conference or event hosted by the franchisor and may represent up to three locations. In addition, each Melting Pot location is required to send at least one operator (general manager, director of operations, assistant manager) to accompany their franchisee(s). For any mandatory event, every attendee will pay a registration fee, paid via ACH from their location(s) at the conclusion of the in-person event. Franchisees and their operators are expected to attend in-person unless provided an exception from the Chief Executive Officer, the Vice President of Operations, and/or the Leadership Team. If a franchisee elects not to attend in person or elects not to bring an operator from their location(s), their location(s) will be charged an event fee per absent attendee to cover the registration fee and other expenses associated with contractual obligations at the host property, and they will be provided with digital content at the conclusion of the event (unless a live stream is made available). In-person events last from three to five days, and the location varies year to year. The cost of all travel (hotel, airfare, transportation, meals, etc.) is solely paid by the franchisee. If you and/or any of your management personnel fail to attend any required training courses, conferences, seminars or meetings, or you and/or any of your management personnel fail to attend all days and all sessions provided at such training course, conference, seminars and meetings, you will be in default under the Franchise Agreement, and we may charge you a Compliance Fee (up to \$1,500) per occurrence. We reserve the right to modify the attendance standards for training from time to time.

You must also pay us for training new managers hired after the Restaurant’s opening. If you designate any new managers after the Restaurant opens for business, each such manager must attend and satisfactorily complete all Manager in Training programs within a 6-month period after assuming their position. Managers hired after your Restaurant opens for business must complete the Melting Pot® Restaurant operations training program at our headquarters and local company-owned Restaurants, or an approved Melting Pot® Restaurant manager training program at a location that we specify. The Manager in Training curriculum may include higher-level management training on such topics as Melting Pot® culture, guest recovery, guest feedback, management, local store marketing, and other related Melting Pot® management topics. Any additional training

requirements for new managers and restaurant personnel will be described in our Systems Standards Manual, as amended from time to time. You are responsible for ensuring that all your managers are properly trained and knowledgeable regarding system standards for Melting Pot® Restaurants.

## **Manuals**

Currently, our Manuals consist of the System Standards Manual (formerly known as the Operations Manual) and the Brand Standards Manual. The tables of contents of our Manuals are specified in Exhibit “F” to this disclosure document. The Systems Standards Manual contains 97 pages and Brand Standards Manual contains 406 pages. We consider the contents of the Manuals to be proprietary, and you must treat them as confidential. You may not make any unauthorized copies of the Manuals.

## **ITEM 12. TERRITORY**

The franchise is granted for a specific territory (the “Territory”), as identified in Exhibit “A” to the Franchise Agreement. The Territory must be approved by us. Your Territory is exclusive. We grant you the exclusive right to operate a Melting Pot® Restaurant and to use the Melting Pot® system at that Restaurant within the Territory.

The Territory will be defined based upon the total population, as determined by our then current third-party vendor demographics software, within the entire geographical area within a circle with a radius of 10 miles (diameter of 20 miles) and its center located at the designated location (the “Circle”) as follows: (a) if the population within the Circle is less than 1.75 million people then the Territory will be the entire geographical area within a circle with a radius of 8 miles and its center located at the designated location; (b) if the population within the Circle is equal to or greater than 1.75 million people and less than 2.75 million people then the Territory will be the entire geographical area within a circle with a radius of 5 miles and its center located at the designated location; and (c) if the population within the Circle is equal to or greater than 2.75 million people then the Territory will be (i) no greater than the geographical area within a circle with a radius of less than five miles and its center located at the designated location, and (ii) it may be an irregularly shaped area defined by political subdivisions, bodies of water, streets and highways or distances. We will not change the size of your Territory during the term of your Franchise Agreement; however, we may change the size of the Territory if you acquire a successor franchise in order to account for changes in population within the Circle during the term of the Franchise Agreement.

Continuation of your territorial rights does not depend on achievement of any particular sales volume, market penetration, or other contingency, but you must be in compliance with the Franchise Agreement. We may not establish other Melting Pot® Restaurants (franchised or owned by us) (a) anywhere within the Territory; or (b) other than a Melting Pot® Restaurant located outside the Territory, any restaurant, bar, wine bar, dessert bar, coffee shop, food kiosk, food court unit or other prepared food outlet located anywhere in the United States that serves fondue products by at-the-table preparation, or that offers fondue products as 15% or more of its food products based on the total number of food items on the menu (excluding alcoholic and nonalcoholic beverages), that does not operate under one or more of the present or future Marks. Notwithstanding any provision to the contrary, outside the Territory we and our affiliates may develop, own, or operate, or grant to any other persons the right to develop, own or operate a Melting Pot® Restaurant with local, regional or other menu variations and that uses any of the Marks to identify itself in its trade name, signage, or marketing materials. You have no right of first refusal or otherwise to acquire additional franchises within the Territory or contiguous to the Territory.

## **Rights We Retain**

Nevertheless, we retain the right and without granting any rights to you, to:

1. develop, own and operate or grant other persons the right to develop, own and operate Melting Pot® Restaurants at such locations outside the Territory and on such terms and conditions as we deem appropriate.

2. sell within and outside the Territory fondue and other food products and services, including Restaurants and products and services prescribed or approved for the Melting Pot® Restaurants under the Marks or other trademarks, service marks, and commercial symbols through dissimilar channels of distribution (including, but not limited to, airports, entertainment and/or sports venues, supermarkets, retail stores, the Internet, catalogues, or other outlets that are not prepared food outlets) and on such terms and conditions as we deem appropriate.

3. if you fail to acquire a successor franchise for any successive 10-year period, we may develop, own or operate or grant to any other persons the right to develop, own or operate a Melting Pot® Restaurant during the remainder of the term of the franchise for operation after the term of the franchise at such locations within the Territory and on such terms and conditions as we deem appropriate.

4. on behalf of itself or its affiliates, without granting you any rights, engage in any other activity we are not expressly prohibited from taking under the Franchise Agreement.

A “restaurant” is a business establishment, or a part of a business establishment, that primarily serves meals for on-premises consumption. A “prepared food outlet” is a business establishment, or a part of a business establishment, that primarily sells food products that do not require further preparation before consumption (i.e. cooking).

We are not required to pay any compensation to you for soliciting or accepting orders from inside your Territory.

There are currently no restrictions on you from soliciting or accepting orders from consumers outside of your Territory, including providing catering services. However, you are not allowed to use other channels of distribution, such as Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of your Territory.

If your lease for the premises of the Restaurant terminates, with or without your fault, or if in our judgment there is a change in the character of the location of the Restaurant sufficiently detrimental to its business potential to warrant its relocation, we may, in our sole discretion, grant permission for relocation of the Restaurant to a location within the Territory approved in writing by us. In the absence of such permission to relocate, the Franchise Agreement will automatically terminate upon the loss of the right to continue to occupy the premises of your Restaurant. Any approved relocation will be at your sole expense and you must pay us applicable relocation fees to cover costs and expenses incurred by us in connection with the relocation.

There is no minimum sales quota. You retain your rights to your Territory even if the population increases.

We do not grant options, rights of first refusal, or similar rights to acquire additional franchises, as each franchise is awarded on a franchise-by-franchise basis. Accordingly, you may only acquire additional franchised Melting Pot® Restaurants from us if you meet our qualifications at the time you apply. And we may limit the number of Restaurants owned by any franchise owner or its affiliates. You may only relocate your Restaurant with our approval, both for the relocation and for the new site. We apply the same considerations for evaluating relocation of a Restaurant and the leasing of the additional site as we do for Restaurants and sites generally.

**ITEM 13.  
TRADEMARKS**

**Primary Trademarks**

We grant you the right to use certain trademarks, service marks and other commercial symbols in operating the Restaurant. Our primary trademarks are the “Melting Pot®” and “The Melting Pot ®.” The following marks are registered on the Principal Register of the United States Patent and Trademark Office (the “PTO”). The charts list the principal Marks that you may use with your franchise, subject to your use conforming with the Franchise Agreement, Manuals and other written directives we may issue.

The following Marks are registered with the PTO:

<b>Mark</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Register</b>	<b>Class/Use</b>
The Melting Pot	09/28/76	1049255	Principal	Restaurant Services
The Melting Pot	01/19/99	2218991	Principal	Salad Dressings and Seasonings
Perfect Night Out	6/17/08	3450196	Principal	Restaurant Services; Cheese; Cheese Fondue; Chocolate; Chocolate Fondue; Salad Dressings; Sauces; Seasonings.
The Melting Pot	08/05/08	3482448	Principal	Sauces; Chocolate; Chocolate Fondue; Cheese; Cheese Fondue
Melting Pot Design	11/25/08	3537138	Principal	Salad Dressings and Seasonings Restaurant Services
Melting Pot Design	12/30/08	3555439	Principal	Sauces; Chocolate; Chocolate Fondue; Cheese; Cheese Fondue
Big Night Out	01/27/09	3566789	Principal	Restaurant Services
Club Fondue	07/12/11	3995393	Supplemental	Membership Club Services providing food and drink specials, exclusive privileges, and invitations to exclusive events.
Fondue Fanatics	02/28/12	4106370	Principal	Restaurant Services
The Melting Pot A Fondue Restaurant and Design	04/01/14	4506552	Principal	Restaurant Services
Savor Every Moment	01/03/17	5116043	Principal	Restaurant Services
Best In Glass	08/07/18	5537320	Principal	Bar & Restaurant Services
Melting Pot	05/07/19	5747278	Principal	Restaurant Services
Melting Pot Word & Design Mark	08/04/2020	6120643	Principal	Restaurant Services
Melting Pot Design Mark	08/04/2020	6120644	Principal	Restaurant Services
Thursdate	12/22/2020	6229935	Principal	Restaurant Services
Forever Fondue	09/06/2022	6840714	Principal	Restaurant Services

Mark	Reg. Date	Reg. No.	Register	Class/Use
Melting Pot Word & Design Mark	11/26/2024	7581922	Principal	Seasonings

All required affidavits have been filed.

There are no agreements currently in effect which significantly limit our rights to use or license the use of our Marks in a manner material to the franchise. There are no currently effective material determinations of the PTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringements, opposition or cancellation proceedings, or material litigation involving the principal trademarks.

We have also applied for registration of the following trademarks on the Principal Register of the PTO:

Mark	Application No.	Application Date	Register	Class/Use
Melting Pot	98011504	05/24/23	Principal	Cheese, Cheese Fondue, Sauce, and Chocolate Fondue
Melting Pot Word & Design Mark	98011514	05/24/23	Principal	Cheese, Cheese Fondue, Sauce, and Chocolate Fondue
Melting Pot Design Mark	98011519	05/24/23	Principal	Cheese, Cheese Fondue, Sauce, and Chocolate Fondue
Fonduefetti Word Mark	98614809	06/24/24	Principal	Chocolate fondue
Curryaki Word Mark	99206519	05/28/25	Principal	Sauces

We do not have a federal registration for the above marks. Therefore, these trademarks do not have as many legal benefits and rights as a federally registered trademark. If our right to use this trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

### **Use of the Marks**

You must follow our rules when you use the Marks. You cannot use any Mark as part of your corporate or legal business name or with modifying words, designs or symbols (except for those we license to you). You cannot use any Mark in connection with the performance or sale of any unauthorized services or products or in any other manner we have not expressly authorized in writing. We will only use, and permit franchisees and other persons to use, the Marks in accordance with the Melting Pot® System, our standards and specifications and on terms consistent with them.

### **Infringements**

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in any Mark, and you may not communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. We may take such action as we deem appropriate and may control exclusively any litigation, PTO proceeding or any other administrative proceeding arising from such infringement, challenge or claim or otherwise relating to any Mark. You must sign any instruments and documents, provide such assistance and take any action that, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or PTO or other proceeding or otherwise to protect and maintain our interests in the Marks.

## **Indemnification**

We will indemnify, defend and hold you harmless from and against, and reimburse you for, all damages for which you are held liable to third parties in any proceeding arising out of your authorized use of any of the Marks, pursuant to and in compliance with your Franchise Agreement, resulting from claims by third parties that your use of any of the Marks infringes their trademark rights, in any such claim in which you are named as a party, so long as you have timely notified us of the claim and have otherwise complied with the terms of your Franchise Agreement. We will not indemnify you against the consequences of your use of the Marks unless such use is authorized and in accordance with your Franchise Agreement. You must provide written notice to us of any such claim within 10 days of your receipt of such notice and you must tender the defense of the claim to us. We will have the right to defend any such claim and, if we do so, we will have no obligation to indemnify or reimburse you for any fees or disbursements of any attorney retained by you. We will also have the right to manage the defense of the claim, including the right to compromise, settle, or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim. You will refrain from communicating with any person other than us and our counsel in connection with any infringement, challenge or claim.

## **Changes to the Marks**

If it becomes advisable at any time, in our sole discretion, to modify or discontinue use of any Mark, and/or use one or more additional or substitute trade names, trademarks, service marks, logos, trade dress, or other commercial symbols, you must comply with our directions within a reasonable time after our notice to you. You may be required, in connection with the use of a new or modified Mark, at your own expense, to remove existing signs and the like from the Restaurant, and to purchase and install new signs and the like. We have no liability to you in connection with the use of a new or modified Mark.

We do not actually know of either superior prior rights or infringing uses that could materially affect your use of our principal trademark in any state.

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

There are no patents or pending patent applications that are material to the franchise.

We claim copyrights in the approved restaurant plans, specifications, decor, blueprints, and designs, the Manuals, computer software, forms, advertising materials and related items used in developing and operating the franchise. These copyrights have not been registered with the United States Registrar of Copyrights; however, we retain the right to register these copyrights in the future.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. Nor are there any agreements currently in effect that significantly limit our right to use or authorize franchisees to use the copyrighted materials. Furthermore, there are no infringing uses actually known to us that could materially affect a franchisee's use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights or confidential information, although we intend to do so when this action is in the best interests of the Melting Pot® Restaurants as a whole.

The Manuals, which are described in Item 11, and other materials we possess contain our confidential information. This information includes site selection criteria; certain recipes; methods, formats, specifications, standards, systems, procedures and sales and marketing techniques used, and knowledge of and experience, in developing and operating Melting Pot® Restaurants; marketing and advertising programs for Melting Pot® Restaurants; knowledge of specifications for and suppliers of certain fixtures, furnishings, equipment, products, materials and supplies; and knowledge of the operating results and financial performance of Melting® Restaurants other than your Restaurant.

All ideas, concepts, techniques or materials relating to a MELTING POT® Restaurant, whether or not constituting protectable intellectual property, and whether created by or on behalf of you or your owners, must be promptly disclosed to us, will be considered our property and part of our franchise system and will be considered to be works made-for-hire for us. You and your owners must sign whatever documents we request to evidence our ownership or to assist us in securing intellectual property rights in such ideas, concepts, techniques or materials. We may require anyone participating in our training program to execute a non-disclosure and non-competition agreement.

You must obtain and keep a copy of a signed Noncompete Agreement in the form attached as Exhibit “H-1” and the Confidentiality Agreement attached as Exhibit “H-2” for each of your management personnel, including any employee who is titled or acts in a capacity with any responsibility above or beyond that of a server or kitchen line staff, as determined by us. You must provide copies of signed Noncompete Agreements and Confidentiality Agreements to us upon request.

You may not use our confidential information in an unauthorized manner and must take reasonable steps to prevent its disclosure to others.

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

If you are a corporation, limited liability company or partnership (a “Business Entity”), (a) one of your owners must maintain a controlling ownership interest in the Business Entity with authority to make operational decisions that are binding on you, (b) the controlling owner must directly supervise the Restaurant, (c) we may designate which one of your owners must maintain a controlling interest in the Business Entity based on our assessment on the character, skill, aptitude, business ability and financial capacity of your owners, and (d) your owners may not divide their ownership interest in a manner which may lead to deadlock (for example, 50%-50% or 25%-25%-25%-25%). Your majority shareholder, majority owner or approved managing partner must at all times faithfully, honestly and diligently perform your obligations under the Franchise Agreement, continuously promote and enhance the Restaurant and not engage in any other business or activity that conflicts with your obligations to operate the Restaurant in compliance with the Franchise Agreement. If, in our opinion, you are not exerting all reasonable commercial efforts to promote and enhance the business of the Restaurant, or you are engaging in any other business or other activity, directly or indirectly, which substantially conflicts with your obligations under the Franchise Agreement, we may, but are not required, to appoint a manager to maintain operations of your Restaurant on your behalf, to charge you a reasonable fee for such management services, and to cease providing such management services at any time.

Your organizational structure and governing documents must be acceptable to us and contain terms and provisions to prevent management deadlocks and resolve disputes among your partners, shareholders or members with minimal disruption to your business operations. A form of Franchisee Operating Agreement acceptable to us is attached as Exhibit “I”. The Restaurant must at all times be under the direct, on-premises supervision of you (or your majority shareholder, majority owner or approved managing partner) or a designated manager, acceptable to us, who has satisfactorily completed our initial training program. We may require you (or your majority shareholder, majority owner or approved managing partner) to devote a minimum number of hours each week for this purpose, including a minimum number of hours during the Restaurant’s regular business hours, as determined by us in our sole discretion. We may also require your designated manager to maintain at least a 10% economic interest in the Restaurant, as we determine appropriate, in our sole discretion. We will require your operating manager and each person participating in training to agree in writing to preserve the confidentiality of any confidential information to which he or she has access. Our current form of Non-Compete Agreement is attached as Exhibit “H-1” to this disclosure document, and our current form of Confidentiality, Non-Solicitation, and Assignment of Inventions Agreement is attached as Exhibit “H-2” to this disclosure document.

Under the Franchise Agreement, we require each of your owners to sign and deliver to us a personal guaranty in the form attached as Exhibit “G-1” to this disclosure document (“Personal Guaranty”). In addition, any of your shareholders owning, at any time during the existence of the Franchise Agreement, 10% or more of the beneficial interest in you must be approved by us and execute a Personal Guaranty of all of your obligations to us and our affiliates. You must furnish to us at any time upon request, a certified copy of the Articles of Incorporation or other organizational documents, and a list, in such form as we require, of all owners (of record and beneficially) reflecting their respective ownership interests in you. If you are a corporation, limited liability company or partnership, we require that one of your owners maintain a controlling interest in the business, with authority to make operational decisions. In addition, your organizational structure and governing documents must be acceptable to us and must contain terms and provisions to prevent management deadlocks and resolve disputes among your owners with minimal disruption to the franchised business.

The Principal Owner’s Statement (the “Owner’s Statement”) attached as an Exhibit “G-2” to this disclosure document must completely and accurately describe all of your owners and their interests in you. You must revise the Owners Statement to reflect any ownership changes during the term of the agreements.

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

You must offer for sale all products, and perform all services, that we require periodically for Melting Pot® Restaurants. You may not offer for sale from the premises, by mail, Internet or otherwise, any products or perform any services that we have not authorized. You may not create or own any website marketing, offering, or in any fashion displaying Melting Pot® Restaurants, the Marks, products, information or location(s). You may not offer gift card sales from any location other than your Restaurant. Vending machines may not be installed or operated on the premises of your Restaurant, except as may be authorized by us. You must provide your customers with an image and atmosphere meeting the minimum standards established by us. We regulate required or authorized products, product categories and supplies. We have the right to change the types of required and/or authorized goods and services periodically. There are no limits on our right to do so. We have the right to periodically establish maximum, minimum and other pricing requirements on the prices you may charge for products or services sold at or through your Restaurant, and such pricing requirements may include regional, special venue or demographic variations.

**ITEM 17.  
RENEWAL, TERMINATION, TRANSFER  
AND DISPUTE RESOLUTION**

**THE FRANCHISE RELATIONSHIP**

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

Provision	Section in Agreement	Summary
a. Length of the franchise term	Section 2 of the Franchise Agreement	10 years (expires on the earlier of: (1) last day of the month which includes the 10th anniversary of the date of the opening of the Restaurant to the public; or (2) the 11th anniversary of the date on which the Franchise Agreement was signed by us).

Provision	Section in Agreement	Summary
b. Renewal or extension of the term	Section 3 of the Franchise Agreement	If you are in good standing, you can obtain a successor franchise on our then current terms for a successive 10-year term. The granting of any additional successor franchises is governed by the successor franchise agreement you sign.
c. Requirements for franchisee to renew or extend	Section 3 of the Franchise Agreement	<p>We do not allow you to “renew” the Franchise Agreement, but we do grant you the right (subject to satisfaction of the conditions described below) to acquire a successor franchise, which requires you to sign our then-current form of Franchise Agreement which may be materially different than the form attached to this disclosure document, and a general release.</p> <p>Conditions include: give us written notice no later than the 16<sup>th</sup> month and no sooner than the 19<sup>th</sup> month prior to the expiration of the franchise agreement, meet with our representatives at our principal headquarters, maintain premises or secure substitute premises, remodel, sign new franchise agreement and related agreements and pay successor fee.</p>
d. Termination by franchisee	Section 15	If you are in substantial compliance with the Franchise Agreement and we materially breach the Franchise Agreement and fail to cure within 30 days after written notice from you, you may terminate effective 10 days after our receipt of a 2 <sup>nd</sup> notice from you (subject to state law).
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Section 15 of the Franchise Agreement	We can terminate only if you commit one of several violations.

Provision	Section in Agreement	Summary
g. "Cause" defined – curable defaults	Section 15 of the Franchise Agreement	You have: (a) 24 hours to cure (i) a violation of any health, safety or sanitation law, ordinance or regulation, or (ii) the sale of unapproved menu items or the use of unapproved menus or collateral; (b) 15 days to cure: breaches in monetary obligations to us or our affiliates or third parties (including suppliers, lessors, landlords, creditors, vendors and service providers); breaches in insurance coverage; or unauthorized use of Marks or System; and (c) 30 days to cure any other failure to comply with any mandatory standards prescribed by us, or a breach in the performance of any other obligation under the Franchise Agreement.
h. "Cause" defined – non-curable defaults	Section 15 of the Franchise Agreement	Non-curable breaches include: violation of covenant not to compete; abandonment; loss of right to occupy premises; failure to actively operate the Restaurant; unapproved transfers; surrender or transfer of control of the operation of the Restaurant (including entering into a management agreement with any person not a party to the Franchise Agreement); failure to effect an assignment, transfer, or appointment of an approved manager on death or disability; material misrepresentations or omissions in franchise application; conviction of or pleading no contest to a felony or any crime or offense which may adversely affect the reputation of the Restaurant or the goodwill associated with the Marks; unauthorized use or disclosure of the Manuals or confidential information; attempting to terminate the franchise other than as authorized by Franchise Agreement; failure to satisfactorily complete initial training; failure to timely develop and open the Restaurant; failure on 4 or more separate occasions within any 12 consecutive month period to submit information when due, to pay amounts when due, or to otherwise fail to comply with the Franchise Agreement, whether or not such failures to comply are cured after notice is delivered to you; insolvency, assignment for the benefit of creditors, or appointment of a receiver, trustee, or liquidator, or the Restaurant is attached, seized, subjected to a writ or distress warrant, or levied upon (unless such attachment, seizure, writ, distress warrant, or levy is vacated within 30 days).

Provision	Section in Agreement	Summary
i. Franchisee’s obligations on termination/nonrenewal	Section 16 of the Franchise Agreement	Obligations include payment of outstanding amounts, including outstanding gift card liability for gift card sales at your Restaurant and the net present value of the royalties and Brand Development Fund contributions that would have become due but for the termination (i) through the expiration of the term of the Franchise, or (ii) during the 36 months following the termination of the Agreement, whichever is earlier; complete de-identification; and return of confidential information (also see (r) below).
j. Assignment of contract by franchisor	Section 14 of the Franchise Agreement	No restriction on our right to assign.
k. “Transfer” by franchisee – defined	Section 14 of the Franchise Agreement; Article 8 of the Operating Agreement	Includes transfer of Franchise Agreement or assets or ownership change.
l. Franchisor approval of transfer by franchisee	Section 14 of the Franchise Agreement;	We have the right to approve all transfers.
m. Conditions for franchisor’s approval of transfer	Section 14 of the Franchise Agreement; Section 10 of the Successor Franchise Addendum	You are in full compliance, new franchisee qualifies, you pay us all amounts due, training completed, transferee signs assignment and assumption and new franchise agreement, transferee assumes outstanding gift card liability, transfer fee paid, we approve material terms, you de-identify yourself and you sign other documents we require, including releases (also see (r) below). If you have signed a Successor Franchise Addendum, any transferee must sign a new franchise agreement.
n. Franchisor’s right of first refusal to acquire franchisee’s business	Section 14 of the Franchise Agreement	We can match any offer for your business or an ownership interest in you.
o. Franchisor’s option to purchase franchisee’s business	Section 16 of the Franchise Agreement;	We have the option to buy the Restaurant at fair market value after termination or expiration of the Franchise Agreement.
p. Death or disability of franchisee	Sections 14 of the Franchise Agreement	Franchise or an ownership interest in you must be assigned to an approved buyer within 12 months.

Provision	Section in Agreement	Summary
q. Non-competition covenants during the term of the franchise	Section 7 of the Franchise Agreement	No ownership interest in, or performance of services for, competitive business anywhere (subject to state law).
r. Non-competition covenants after the franchise is terminated or expires	Section 16 of the Franchise Agreement	No interest in competing business for 2 years located (a) on the Restaurant premises; (b) within the Area of Dominant Influence (“ADI”) in which the Restaurant is located; (c) within a 30 mile radius of the Restaurant; (d) within the ADI in which any other Melting Pot® Restaurant is located; or (e) within a 30 mile radius of any other Melting Pot® Restaurant (same restrictions apply after assignment) (subject to state law).
s. Modification of the agreement	Section 17 of the Franchise Agreement	No modifications generally but Manuals and our systems and standards are subject to change.
t. Integration/merger clause	Section 17 of the Franchise Agreement	Only the terms of the Franchise Agreement (including the Manuals) are binding (subject to state law). Any other promises may not be enforceable; however, nothing in the Franchise Agreement or any related agreement is intended to disclaim representations made in this disclosure document or its attachments or addenda.
u. Dispute resolution by arbitration or mediation	Section 19 of the Franchise Agreement	Except for certain claims, all disputes must first be mediated and, if mediation is unsuccessful, arbitrated in the county and state where our principal headquarters are located (subject to state law)
v. Choice of forum	Section 17 of the Franchise Agreement	Litigation in the county and state where our principal headquarters are located (subject to state law).
w. Choice of law	Section 17 of the Franchise Agreement	Florida law applies (subject to state law).

**ITEM 18.  
PUBLIC FIGURES**

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

**ITEM 19.**  
**FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its 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 set forth below certain historical data for the 89 Restaurants that were open a full 12 months ending fiscal year March 31, 2025 (our “**2025 Fiscal Year**”). We did not include 3 franchised Restaurants that were not open for the entire 2025 Fiscal Year because they ceased operations during the 2025 reporting period.

The table in Section I below provides historic information for franchised Restaurants. The tables in Section II below provide historic information for Restaurants owned and operated by the Franchisor or its affiliates “**Company Owned Restaurants.**”

**SECTION I: FRANCHISED RESTAURANTS**

The Gross Revenues or Average Unit Volume (“AUV”) for the 85 franchised Restaurants open a full 12 months through the end of our fiscal year on March 31, 2025 was \$2,168,708, and the average and median yearly AUV for the top third, middle third, and bottom third of these franchised Restaurants is provided in the table below. Unlike the information provided below for Company Owned Restaurants, we do not present the costs of food and beverages sold as a percentage of average yearly Gross Revenues for franchised Restaurants because we do not have reasonable written substantiation for such a representation.

<b>Franchised Restaurants</b>	<b># of Restaurants</b>	<b>Average AUV</b>	<b>#/% Exceeding Average AUV</b>	<b>Highest AUV</b>	<b>Lowest AUV</b>	<b>Median AUV</b>
Total Restaurants	85	\$2,168,708	26 / 31%	\$8,489,239	\$938,142	\$1,919,716
Top Third	28	\$3,215,117	12 / 43%	\$8,489,239	\$2,146,690	\$2,855,314
Middle Third	28	\$1,917,677	15 / 54%	\$2,117,892	\$1,715,014	\$1,925,544
Bottom Third	29	\$1,400,758	18 / 62%	\$1,709,867	\$938,142	\$1,433,560

**SECTION II: COMPANY OWNED RESTAURANTS**

The AUV for the 4 Company Owned Restaurants open a full 12 months ending fiscal year March 31, 2025 was \$2,454,770, and the average and median yearly AUV for the top third, middle third, and bottom third of these Company Owned Restaurants is provided in the table below.

**Table 1: Average and Median Gross Revenues (“AUV”)**

Table 1 below presents the average and median yearly Gross Revenues for the 2025 Fiscal Year

Franchised Restaurants	# of Restaurants	Average AUV	#/% Exceeding Average AUV	Highest AUV	Lowest AUV	Median AUV
Total Restaurants	4	\$2,454,770	3 / 75%	\$3,645,905	\$1,817,191	\$2,868,988
Top Half	2	\$3,357,256	1 / 50%	\$3,645,905	\$3,068,607	\$3,357,256
Bottom Half	2	\$2,243,280	1 / 50%	\$2,669,370	\$1,817,191	\$2,243,280

**Table 2: Average and Median Cost of Food and Beverages as a Percentage of Yearly Gross Revenues**

Table 2 below presents the average and median costs of food and beverages sold as a percentage of average yearly Gross Revenues for the 2025 Fiscal Year End.

Fiscal Year	Average Cost of Food and Beverages Sold as Percentage of Yearly Gross Revenues	Number of Restaurants	% Attaining or Below Average	Median Cost of Food and Beverages Sold as Percentage of Yearly Gross Revenues
2025	20.9%	4	3 or 75%	20.7%

**General Notes to Item 19**

Written substantiation of the data used in preparing these sales figures will be made available to you upon reasonable request.

“Gross Revenues” as used in this Item 19 is defined the same as in Item 6. “Gross Revenues” means the aggregate amount of all sales of food, beverages, goods, articles, and other merchandise, and the aggregate amount of all receipts for services performed, whether for cash, on credit, barter or otherwise, made and rendered in, about, or in connection with the Restaurant, including off-premises sales and monies derived at or away from the Restaurant, provided they are in connection with the business conducted at the Restaurant, including all discounts except for the amounts of coupon discounts we require as outlined from time to time in the Manuals. We may require that owner complimentary meals be included in the calculation of Gross Revenues at the full retail price charged to your customers for such meals. Gross Revenues does not include any federal, state, municipal, or other sales, value added, or retailer’s excise taxes that you collect and remit to state or local authorities. If applicable laws or regulations covering the Restaurant prohibit the payment of royalty fees or other amounts on the sale of alcoholic beverages, then the term “Gross Revenues” will exclude revenues on the sale of alcoholic beverages.

**Some Restaurants have sold these amounts. Your individual results may differ. There is no assurance that you will sell as much.**

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting our Chief

Business Officer, Dan Stone, The Melting Pot Restaurants, Inc., 7886 Woodland Center Blvd., Tampa, Florida 33614, (813) 881-0055, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20.  
OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1  
Systemwide Outlet Summary  
For Years Ending March 31, 2023 (“2023”), March 31, 2024 (“2024”) and March 31, 2025 (“2025”)**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	92	89	-3
	2024	89	87	-2
	2025	87	85	-2
Company-Owned <sup>(1)</sup>	2023	3	4	+1
	2024	4	5	+1
	2025	5	4	-1
Total Outlets <sup>(2)</sup>	2023	95	93	-2
	2024	93	92	-1
	2025	92	89	-3

(1) All “company-owned” outlets are owned by some or all of our shareholders, officers and affiliates. We do not directly own any of the Restaurants.

(2) Domestic/U.S. locations only.

**Table No. 2  
Transfers of Outlets from Franchisees to New Owners  
(other than the Franchisor)**

**For Years Ending March 31, 2023 (“2023”) , March 31, 2024 (“2024”) and March 31, 2025 (“2025”)**

State	Year	Number of Transfers
Florida	2023	1
	2024	0
	2025	0
Colorado	2023	1
	2024	0
	2025	0
Georgia	2023	2
	2024	2
	2025	1
Michigan	2023	1
	2024	0
	2025	0
New York	2023	0
	2024	1
	2025	0
Ohio	2023	1
	2024	0
	2025	0
Oregon	2023	1

State	Year	Number of Transfers
Pennsylvania	2024	0
	2025	0
	2023	0
	2024	0
	2025	1
Texas	2023	0
	2024	1
	2025	0
Total	2023	7
	2024	4
	2025	3

**Table No. 3**  
**Status of Franchised Outlets**  
**For Years Ending March 31, 2023 (“2023”), March 31, 2024 (“2024”) and March 31, 2025 (“2025”)**

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
Arizona	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
California	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Colorado	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Connecticut	2023	1	0	1	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Delaware	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Florida	2023	13	0	0	0	0	0	13
	2024	13	0	0	0	0	0	13
	2025	13	2*	1	0	0	0	14
Georgia	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Idaho	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Illinois	2023	3	0	0	0	0	0	3
	2024	3	0	1	0	0	0	2
	2025	2	0	0	0	0	0	2
Indiana	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Kentucky	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Maryland	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3

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
	2025	3	0	0	0	0	0	3
Massachusetts	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Michigan	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Minnesota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	1	0	0
Missouri	2023	2	0	0	0	1	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New Jersey	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	1	0	0	0	1
New Mexico	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New York	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	1	0	2
	2025	2	0	0	0	0	0	2
North Carolina	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	1	0	0	0	4
Ohio	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Oklahoma	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Oregon	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Pennsylvania	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
South Carolina	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Tennessee	2023	3	0	1	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Texas	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6
Utah	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Virginia	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2025	7	0	0	0	0	0	7
Washington	2023	3	0	0	0	0	0	3

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
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Wisconsin	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Totals	2023	92	0	2	0	1	0	89
	2024	89	0	1	0	1	0	87
	2025	87	2*	3	0	1	0	85

\*These two outlets were previously company-owned, and therefore were opened prior to 2025.

**Table No. 4**  
**Status of Company-Owned Outlets<sup>(1)</sup>**  
**For Years Ending March 31, 2023 (“2023”), March 31, 2024 (“2024”) and March 31, 2025 (“2025”)**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Florida	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	2	0
Minnesota	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	1	0	0	1
Missouri	2023	0	0	1	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
New Jersey	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
New York	2023	0	0	0	0	0	0
	2024	0	0	1	0	0	1
	2025	1	0	0	0	0	1
Total	2023	3	0	1	0	0	4
	2024	4	0	0	0	0	5
	2025	5	0	1	0	2	4

(1) All “company-owned” outlets are owned by some or all of our shareholders, officers and directors. We do not directly own any of the Restaurants.

**Table No. 5**  
**Projected Openings as of March 31, 2025**

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year (2025)	Projected New Company Owned Outlets in the Next Fiscal Year (2025)
Arkansas	1	1	0
Connecticut	1	1	0
Florida	0	0	1
Nevada	1	1	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year (2025)	Projected New Company Owned Outlets in the Next Fiscal Year (2025)
New York	1	1	0
Tennessee	1	1	0
Texas	1	1	0
Washington	1	1	0
Totals	7	7	1

The name, business address and business telephone number of each current franchisee as of the issuance date of this disclosure document are set forth in Exhibit “M.”

The name, city and state, and current business telephone number (or, if unknown, the last known home telephone number) of the nine franchisees who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement 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, are listed on Exhibit “N.”

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

As of the date of this disclosure document, we are not offering any previously-owned franchised outlets now under our control to prospective franchisees. If we begin to offer any such outlet, specific information about the outlet will be provided to you in a separate supplement to this disclosure document.

As of the date of this disclosure document, we have no current or former franchisees who have signed provisions during the last 3 fiscal years restricting their ability to speak openly to you about their experience with the Melting Pot® franchise system.

As of the date of this disclosure document, there are no trademark-specific franchisee organizations sponsored or endorsed by us, and no independent franchisee organizations have asked to be included in this disclosure document.

## **ITEM 21. FINANCIAL STATEMENTS**

Attached to this disclosure document as Exhibit “A” are audited financial statements for The Melting Pot Restaurants, Inc. (“TMPRI”) and Subsidiaries for the fiscal years ending March 31, 2025, March 31, 2024, and March 31, 2023. Also attached to this disclosure document as Exhibit “A” are our unaudited consolidated balance sheet as of September 30, 2025, and consolidated statement of income as of September 30, 2025. Our fiscal year ends on March 31 of each year.

## **ITEM 22. CONTRACTS**

The following agreements are attached as exhibits to this disclosure document:

1. Franchise Agreement – Exhibit “B”
2. Successor Franchise Addendum to Franchise Agreement – Exhibit “C”
3. Form of Conditional Assignment of Telephone and Digital IP – Exhibit “D”

4. Form of Collateral Assignment and Assumption of Lease – Exhibit “E”
5. Form of Rights of Franchisor Rider to Lease – Exhibit “E-1”
6. Form of Personal Guaranty of Owner/Shareholder – Exhibit “G-1”
7. Form of Principal Owner's Statement – Exhibit “G-2”
8. Noncompete Agreement – Exhibit “H-1”
9. Confidentiality Agreement – Exhibit “H-2”
10. Form of Franchisee Operating Agreement – Exhibit “I”
11. Form of General Release – see Exhibit “C” – Successor Franchise Addendum and Exhibit “A” (Release) attached thereto
12. Franchise Compliance Certification – Exhibit “O”

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 term of any document executed in connection with the franchise.

### **ITEM 23. RECEIPTS**

You will find 2 copies of a Receipt as the last two pages of the disclosure document. One Receipt must be detached or printed, signed, dated, and delivered to us. The other Receipt should be retained for your records.

EXHIBIT "A"  
TO THE DISCLOSURE DOCUMENT

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FINANCIAL STATEMENTS  
OF  
THE MELTING POT RESTAURANTS, INC. AND SUBSIDIARIES

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EXHIBIT "B"  
TO THE DISCLOSURE DOCUMENT

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FORM OF  
FRANCHISE AGREEMENT

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EXHIBIT "C"  
TO THE DISCLOSURE DOCUMENT

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FORM OF  
SUCCESSOR FRANCHISE ADDENDUM TO  
FRANCHISE AGREEMENT (FOR RENEWALS ONLY)

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**MELTING POT® RESTAURANTS  
SUCCESSOR FRANCHISE ADDENDUM TO  
THE CURRENT FRANCHISE AGREEMENT**

**THIS ADDENDUM** is effective as of \_\_\_\_\_, and amends the Franchise Agreement dated \_\_\_\_\_ (the “**Agreement**”), between **THE MELTING POT RESTAURANTS, INC.** (the “**COMPANY**”) with its principal office 7886 Woodland Center Boulevard, Tampa, Florida 33614, and \_\_\_\_\_ (the “**FRANCHISEE**”), with their principal address at \_\_\_\_\_.

1. **Precedence and Defined Terms.** This Addendum is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Addendum supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Addendum have the meanings as defined in the Agreement.

2. **FRANCHISEE Status.** The FRANCHISEE has been operating a MELTING POT® Restaurant under a Franchise Agreement with the COMPANY that is expiring on \_\_\_\_\_ (the “**Prior Agreement**”). The FRANCHISEE wants to obtain a successor franchise from the COMPANY. Accordingly, the COMPANY and the FRANCHISEE are simultaneously entering into the COMPANY’S current form of Franchise Agreement. This Addendum modifies certain aspects of the Agreement to reflect the fact that the FRANCHISEE is obtaining a successor franchise and that it is an experienced operator of 1 or more MELTING POT® Restaurants.

3. **Successor Franchise Term.** The Term is deemed to begin on the day following the expiration of the Prior Agreement and ends on its 10th anniversary (or \_\_\_\_\_, \_\_\_\_).

4. **Initial Franchise Fee/Successor Franchise Fee.** The initial franchise fee is not applicable. The successor franchise fee is \$ \_\_\_\_\_ (equal to 1/2 of COMPANY’S current initial franchise fee). Payment is due upon signing this Addendum.

5. **Reimbursement.** The FRANCHISEE must reimburse the COMPANY for its services rendered and expenses incurred in connection with the grant of successor franchise rights. Payment is due upon signing this Addendum.

6. **Training and Opening Assistance.** Since this relationship is a successor franchise, the COMPANY has no obligation to provide FRANCHISEE with any initial training or opening assistance under Section 5 of the Agreement. However, prior to the grant of the successor franchise to the FRANCHISEE, it (or one of its managers as designated by the COMPANY) must satisfactorily complete any new training and refresher programs that the COMPANY may require.

7. **Development and Opening.** Since the FRANCHISEE already owns and operates a MELTING POT Restaurant, all of the COMPANY’S obligations under Section 5 of the Agreement are excused. Likewise, all provisions of Section 4 of the Agreement that contemplate the opening of a new MELTING POT Restaurant are waived; provided, however, that FRANCHISEE must comply with any remodeling and/or expansion and other improvements or modifications that COMPANY requires to bring FRANCHISEE’S Restaurant into compliance with COMPANY’S current applicable specifications and standards for new MELTING POT Restaurants.

8. **Releases.** Simultaneously with signing this Addendum, the FRANCHISEE must sign and deliver to the COMPANY the general release in the form attached as Exhibit “A.”

9. **Remaining Terms Unaffected.** The remaining terms of the Agreement are unaffected by this Addendum and remaining binding on the parties.

10. **Effective Date.** This Addendum is effective as of \_\_\_\_\_, regardless of the actual date of signature.

Intending to be bound, the COMPANY and the FRANCHISEE sign and deliver this Addendum to each other as shown below:

**THE MELTING POT RESTAURANTS, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FRANCHISEE:**

**INDIVIDUALS**

\_\_\_\_\_  
[Signature]  
\_\_\_\_\_  
[Print Name]  
Date: \_\_\_\_\_

\_\_\_\_\_  
[Signature]  
\_\_\_\_\_  
[Print Name]  
Date: \_\_\_\_\_

**CORPORATION, LIMITED  
LIABILITY COMPANY OR  
PARTNERSHIP**

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit "A"**  
**RELEASE**

**THIS RELEASE** is given by \_\_\_\_\_ and their predecessors, agents, affiliates, legal representatives, successors, assigns, heirs, beneficiaries, executors and administrators (collectively, the "**FRANCHISEE**"), to **THE MELTING POT RESTAURANTS, INC.** and all of its predecessors, agents, affiliates, employees, legal representatives, successors, assigns, heirs, beneficiaries, executors and administrators (collectively, the "**COMPANY**").

Effective on the date of this Release, the FRANCHISEE forever releases and discharges the COMPANY from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature or kind, in law or in equity, which the FRANCHISEE now has or ever had against the COMPANY, including without limitation, anything arising out of that certain MELTING POT® Franchise Agreement dated \_\_\_\_\_; except the COMPANY's obligations under the Franchise Agreement dated effective \_\_\_\_\_, the Successor Franchise Addendum dated effective \_\_\_\_\_ and the franchise relationship between the COMPANY and the FRANCHISEE after \_\_\_\_\_. This Release is effective for: (a) any and all claims and obligations, including those of which the FRANCHISEE is not now aware; and (b) all claims the FRANCHISEE has from anything which has happened up to now. However, the above notwithstanding, this Release does not apply to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

The FRANCHISEE is bound by this Release. The FRANCHISEE freely and voluntarily gives this Release to the COMPANY for good and valuable consideration and the FRANCHISEE acknowledges its receipt and sufficiency.

The FRANCHISEE represents and warrants to the COMPANY that the FRANCHISEE has not assigned or transferred to any other person any claim or right the FRANCHISEE had or now has relating to or against the COMPANY.

In this Release, each pronoun includes the singular and plural as the context may require.

This Release is governed by Florida law.

This Release is effective \_\_\_\_\_ notwithstanding the actual date of signatures.

**IN WITNESS WHEREOF**, the undersigned execute this Release:

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary  
Printed Name of Notary \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Serial Number of Notary \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary  
Printed Name of Notary \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Serial Number of Notary \_\_\_\_\_

EXHIBIT "D"  
TO THE DISCLOSURE DOCUMENT

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FORM OF  
CONDITIONAL ASSIGNMENT OF TELEPHONE AND DIGITAL IP

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## CONDITIONAL ASSIGNMENT OF TELEPHONE AND DIGITAL IP

THIS CONDITIONAL ASSIGNMENT OF TELEPHONE AND DIGITAL IP (this "Assignment") is effective as of \_\_\_\_\_, 20\_\_\_\_, between THE MELTING POT RESTAURANTS, INC., a Florida corporation with its principal place of business at 7886 Woodland Center Road, Tampa, Florida 33614 ("we," "us" or "our") and \_\_\_\_\_

whose current place of business is \_\_\_\_\_, ("you" or "your"). You and we are sometimes referred to collectively as the "parties" or individually as a "party."

### **BACKGROUND INFORMATION:**

We have simultaneously entered into that certain Franchise Agreement (the "Franchise Agreement") dated as of \_\_\_\_\_, 20\_\_\_\_ with you, pursuant to which you plan to own and operate a franchised MELTING POT Restaurant (the "Restaurant"). MELTING POT® Restaurants use certain proprietary knowledge, procedures, formats, systems, forms, printed materials, applications, methods, specifications, standards and techniques authorized or developed by us (collectively the "System"). We identify MELTING POT Restaurants and various components of the System by certain trademarks, trade names, service marks, trade dress and other commercial symbols (collectively the "Marks"). In order to protect our interest in the System and the Marks, we will have the right to control the telephone numbers and digital intellectual property of the Restaurant if the Franchise Agreement is terminated.

### **OPERATIVE TERMS:**

You and we agree as follows:

1. **Background Information:** The background information is true and correct. This Assignment will be interpreted by reference to the background information. Terms not otherwise defined in this Assignment will have the meanings as defined in the Franchise Agreement.

2. **Conditional Assignment:** You assign to us, all of your right, title and interest in and to those certain telephone numbers, regular, classified or other telephone directory listings, and other digital intellectual property, including but not limited to, domain names, email addresses, social media accounts, or other digital platforms (collectively, the "Numbers and Digital IP") associated with the Marks and used from time to time in connection with the operation of the Restaurant. This Assignment is for collateral purposes only. We will have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless we notify the telephone company and/or the entities with which you have placed Numbers and Digital IP (collectively, the "Company") to effectuate the assignment of the Numbers and Digital IP to us. Upon termination or expiration of the Franchise Agreement we will have the right and authority to ownership of the Numbers and Digital IP. In such event, you will have no further right, title or interest in the Numbers and Digital IP and will remain liable to the Company for all past due fees owing to the Company on or before the date on which the assignment is effective. As between us and you, upon termination or expiration of the Franchise Agreement, we will have the sole right to and interest in the Numbers and Digital IP.

3. **Power of Attorney:** You irrevocably appoint us as your true and lawful attorney-in-fact to: (a) direct the Company to effectuate the assignment of the Numbers and Digital IP to us; and (b) sign on your behalf such documents and take such actions as may be necessary to effectuate the assignment. Notwithstanding anything else in the Assignment, however, you will immediately notify and instruct the Company to effectuate the assignment described in this Assignment to us when, and only when: (i) the Franchise Agreement is terminated or expires; and (ii) we instruct you to so notify the Company. If you fail to promptly direct the Company to effectuate the assignment of the Numbers and Listings to us, we will direct the Company to do so. The Company may accept our written direction, the Franchise Agreement or this Assignment as conclusive proof of our exclusive rights in and to the Numbers and Listings upon such termination or expiration. The assignment will become immediately and automatically effective upon Company's receipt of such notice from you or us. If the Company requires that you and/or we sign the Company's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, our signature on such forms or documentation on your behalf will effectuate your consent and agreement to the assignment. At any time, you and we will perform such acts and sign and deliver such documents as may be necessary to assist in or accomplish the assignment

described herein upon termination or expiration of the Franchise Agreement, and you agree to provide any passwords or other information necessary to access and utilize the Numbers and Digital IP. The power of attorney conferred upon us pursuant to the provisions set forth in this Assignment is a power coupled with an interest and cannot be revoked, modified or altered without our consent.

4. **Indemnification:** You will indemnify and hold us and our affiliates, stockholders, directors, officers and representatives (collectively, the “**Indemnified Parties**”) harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys’ fees, costs and expenses that any of the Indemnified Parties incur as a result of any claim brought against any of the Indemnified Parties or any action which any of the Indemnified Parties are named as a party or which any of the Indemnified Parties may suffer, sustain or incur by reason of, or arising out of, your breach of any of the terms of any agreement or contract or the nonpayment of any debt you have with the Company.

5. **Binding Effect:** This Assignment is binding upon and inures to the benefit of the parties and their respective successors-in-interest, heirs, and successors and assigns.

6. **Assignment to Control:** This Assignment will govern and control over any conflicting provision in any agreement or contract which you may have with the Company.

7. **Attorney’s Fees, Etc.:** In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment or the enforcement thereof, the prevailing party will be entitled to reimbursement of its attorneys’ fees, costs and expenses from the non-prevailing party. The term “attorneys’ fees” means any and all charges levied by an attorney for his or her services including time charges and other reasonable fees including paralegal fees and legal assistant fees and includes fees earned in settlement, at trial, appeal or in bankruptcy proceedings and/or in arbitration proceedings.

8. **Severability:** If any of the provisions of this Assignment or any section or subsection of this Assignment are held invalid for any reason, the remainder of this Assignment or any such section or subsection will not be affected and will remain in full force and effect in accordance with its terms.

9. **Governing Law and Forum:** This Assignment is governed by Florida law. The parties will not institute any action against any of the other parties to this Assignment except in the state or federal courts of general jurisdiction in Hillsborough County, Florida, and they irrevocably submit to the jurisdiction of such courts and waive any objection they may have to either the jurisdiction or venue of such court.

**ASSIGNOR:**

**ASSIGNEE:**

**THE MELTING POT RESTAURANTS, INC.**

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

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

EXHIBIT "E"  
TO THE DISCLOSURE DOCUMENT

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FORM OF  
COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE

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## COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE

**THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE** (this “**Assignment**”) is effective as of the effective date of the Lease (as defined below), between and among **THE MELTING POT RESTAURANTS, INC.**, a Florida corporation with its principal place business at 7886 Woodland Center Blvd., Tampa, Florida 33614 (“**we**,” “**us**,” “**our**” or the “**Franchisor**”), and \_\_\_\_\_, a \_\_\_\_\_ (corporation, partnership, limited liability company) whose current principal place of business is \_\_\_\_\_ (“**you**,” “**your**” or the “**Franchisee**”). You and we are sometimes referred to collectively as the “**parties**” or individually as a “**party**.”

### BACKGROUND INFORMATION:

We entered into that certain Franchise Agreement (the “**Franchise Agreement**”) effective as of \_\_\_\_\_, 20\_\_ with you, pursuant to which you plan to own and operate a franchised MELTING POT Restaurant located at \_\_\_\_\_ (the “**Restaurant Premises**”). In addition, pursuant to that certain Lease Agreement (the “**Lease**”), you have leased or will lease certain space containing the Restaurant Premises described therein from \_\_\_\_\_. The Franchise Agreement requires you to deliver this Assignment to us before you open your MELTING POT® Restaurant and commence business.

### OPERATIVE TERMS:

We and you agree as follows:

1. **Background Information.** The background information is true and correct. This Assignment will be interpreted by reference to, and construed in accordance with, the background information. Terms not otherwise defined in this Assignment will have the meanings as defined in the Lease.
2. **Indemnification.** You agree to indemnify and hold us and our affiliates, stockholders, directors, officers and representatives (collectively, the “**Indemnified Parties**”) harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys’ fees, costs and expenses that any of the Indemnified Parties incur as a result of any claim brought against any of the Indemnified Parties or any action which any of the Indemnified Parties are named as a party or which any of the Indemnified Parties may suffer, sustain or incur by reason of, or arising out of, your breach of any of the terms of the Lease, including the failure to pay rent or any other terms and conditions of the Lease.
3. **Collateral Assignment.** You grant to us a security interest in and to the Lease, all of the furniture, removable trade, fixtures, inventory, licenses and supplies located in the Restaurant Premises and the franchise relating to your MELTING POT® Restaurant, and all of your rights, title and interest in and to the Lease as collateral for: (a) the payment of any obligation, liability or other amount owed by you or your affiliates to the Lessor arising under the Lease; (b) for any default or breach of any of the terms and provisions of the Lease; and (c) for any default or breach of any of the terms and provisions of the Franchise Agreement (or any related successor, renewal, or conversion franchise agreement) with us. The term “**Collateral**” shall specifically exclude any items which are fixtures and thus property of the landlord under the laws of the state where the Restaurant Premises is located and any personal property or other items owned by Landlord. In the event of a breach or default by you under the terms of the Lease, or, in the event we make any payment to the Lessor as a result of your breach of the Lease, then such payment by us, or such breach or default by you, will at our option be deemed to be an immediate default under the Franchise Agreement, and we will be to the possession of the Restaurant Premises and to all of your rights, title and interest in and to the Lease and to all other remedies described herein, in the Franchise Agreement or at law or in equity, without prejudice to any of our other rights or remedies under any other agreements or under other applicable laws or equities. This Assignment will constitute a lien on your interest in and to the Lease until satisfaction in full of all amounts owed by you to us. In addition, our rights,

as provided by this Assignment, to assume all obligations under the Lease are totally optional on our part, to be exercised in our sole discretion. You will execute any and all Uniform Commercial Code financing statements and all other documents and instruments deemed necessary by us to perfect or document the interests and assignments granted herein.

4. **No Subordination.** Other than the lien created by this Assignment, the Franchise Agreement, the Lessor's lien under the Lease, liens securing bank financing for your operations in the Restaurant Premises, and the agreements and other instruments referenced herein, and any mortgage debt of the Lessor (provided Lessor's mortgagee enters into a non-disturbance agreement), you will not permit the Lease to become subordinate to any lien without first obtaining our written consent. You will not terminate, modify or amend any of the provisions or terms of the Lease without our prior written consent. Any attempt at termination, modification or amendment of any of the terms without such written consent will be null and void.

5. **Exercise of Remedies.** We will be entitled to exercise any one or more of the following remedies in our sole discretion in the event of any default by you under the terms of the Lease, the Franchise Agreement (including any related successor, renewal or conversion franchise agreement):

- (a) to take possession of the Restaurant Premises, or any part thereof, personally, or by our agents or attorneys;
- (b) to, in our discretion, without notice and with or without process of law, enter upon and take and maintain possession of all or any part of the Restaurant Premises, together with all of your furniture, fixtures, inventory, books, records, papers and accounts;
- (c) to exclude you, your agents or employees from the Restaurant Premises;
- (d) as attorney-in-fact for you, or in our own name, and under the powers herein granted, to hold, operate, manage and control the MELTING POT® Restaurant and conduct the business, if any, thereof, either personally or through our agents, with full power to use such legally rectifiable measures which may, in our sole discretion, be deemed proper or necessary to cure such default, including actions of forcible entry or detainer and actions in distress of rent, hereby granting full power and authority to us to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter;
- (e) to cancel or terminate any unauthorized agreements or subleases you entered into, for any cause or ground which would entitle us to cancel the same;
- (f) to disaffirm any unauthorized agreement, sublease or subordinated lien and, with Lessors consent, which shall not be unreasonably withheld, conditioned, or delayed, to make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements to the Restaurant Premises that are in our sole discretion judicious;
- (g) to insure and reinsure the same for all risks incidental to our possession, operation and management thereof; and/or
- (h) notwithstanding any provision of any agreement to the contrary, to declare all of your rights but not obligations under the Franchise Agreement to be immediately terminated as of the date of your default under the Lease.

6. **Power of Attorney.** You irrevocably appoint us as your true and lawful attorney-in-fact and authorize us, upon any default under the Lease or under the Franchise Agreement, with or without taking possession of the Restaurant Premises, to operate, rent, lease, and manage the Restaurant Premises to or by any person, firm or corporation upon such terms and conditions as we may determine in our discretion, and with the same rights and powers and immunities, exoneration of liability and rights of recourse and indemnity as we would have upon taking possession of the Restaurant Premises pursuant to the provisions set forth in the Lease and this Assignment. The power of attorney

conferred upon us pursuant to this Assignment is a power coupled with an interest and cannot be revoked, modified or altered without our written consent.

7. **Election of Remedies.** The provisions set forth in this Assignment will be deemed a special remedy given to us and will not be deemed to exclude any of the remedies granted in the Franchise Agreement or any other agreement between you and us, but will be deemed an additional remedy and will be cumulative with the remedies therein and elsewhere granted to us, all of which remedies will be enforceable concurrently or successively. No exercise by us of any of the rights hereunder will cure, waive or affect any default hereunder or default under the Franchise Agreement. No inaction or partial exercise of rights by us will be construed as a waiver of any of our rights and remedies and no waiver by us of any such rights and remedies will be construed as a waiver by us of any future rights and remedies.

8. **Copies of Reports.** Franchisee hereby agrees that it will provide to Franchisor copies of all reports and information that Franchisee must provide to Landlord under the Lease. Franchisee expressly permits the Lessor to deliver to us all reports and information that you must provide it under the Lease. Any agreement that is made between Landlord and Franchisee shall require Landlord to provide to Franchisor a copy of any notice that it sends to Franchisee and that Landlord must provide to Franchisor notice of any and all delinquency or breaches by Franchisee under such agreement (including, but not limited to, the Lease) or pending forfeiture of Franchisee's rights under such agreement, including, but not limited to, the Lease.

9. **Binding Effect.** This Assignment and all provisions herein will be binding upon and inure to the benefit of the parties and their respective successors-in-interest, heirs, and successors and assigns, except as otherwise provided herein. All individuals executing on behalf of entities, corporate or otherwise, hereby represent and warrant that such execution has been duly authorized by all necessary authorizations and approvals for such entities.

10. **Assignment to Control.** This Assignment will govern and control over any conflicting provision in the Lease; provided that this agreement shall in no way limit or abridge the rights of Lessor under the Lease except as otherwise provided herein.

11. **Attorney's Fees, Etc.** In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment, the prevailing party will be entitled to reimbursement of its attorneys' fees, costs and expenses from the non-prevailing party. The term "**attorneys' fees**" means any and all charges levied by an attorney for his or her services including time charges and other reasonable fees including paralegal fees and legal assistant fees and includes fees earned in settlement, at trial, appeal or in bankruptcy proceedings and/or in arbitration proceedings.

12. **Severability.** If any of the provisions of this Assignment or any section or subsection of this Assignment are held invalid for any reason, the remainder of this Assignment or any such section or subsection will not be affected thereby and will remain in full force and effect in accordance with its terms.

13. **Governing Law and Forum.** This Assignment and the rights and obligations of the parties hereunder shall in all respects be governed by, construed, and enforced in accordance with the laws of the State of Florida except to the extent of procedural and substantive matters relating only to the creation, perfection, foreclosure, and enforcement of rights and remedies against the Restaurant Premises, which such matters shall be governed by the laws of the State where the Restaurant Premises are located.

The parties hereby agree that any action relating to this Assignment (other than those procedural and substantive matters regarding the foreclosure and enforcement of right and remedies against the Restaurant Premises) shall be brought in the State or Federal Courts of general jurisdiction in the county in which Franchisor's principal headquarters are located; and the parties irrevocably submit to the jurisdiction of such courts and waive any objection they may have to either the jurisdiction or venue of such court.

14. **Headings.** The headings contained in this Assignment are for convenience of reference only and must not in any way modify or limit the meaning or interpretation of this Assignment.

15. **Pronouns and Gender.** All terms and words used in this Assignment, regardless of the number or gender in which they are used, will be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Assignment or any section, subsection, paragraph or clause may require, as if such words had been fully and properly written in the appropriate number and gender.

16. **Assignment to Franchisor.** In the event Franchisor elects to assume Franchisee's interest in the Lease, Franchisee shall promptly vacate the premises. Franchisee agrees that Landlord is not liable and shall indemnify and hold Landlord harmless in the event that Landlord transfers interest in the Lease to Franchisor.

**IN WITNESS WHEREOF**, the parties have caused this Assignment to be executed as of the day and year first above written.

**THE "FRANCHISOR":**  
**THE MELTING POT RESTAURANTS, INC.**  
7886 Woodland Center Blvd.  
Tampa, FL 33614  
(813) 881-0055

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

**THE "FRANCHISEE":**

Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

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

EXHIBIT "E-1"  
TO THE DISCLOSURE DOCUMENT

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FORM OF  
RIGHTS OF FRANCHISOR RIDER TO LEASE

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**RIGHTS OF FRANCHISOR  
RIDER TO LEASE BETWEEN**

AND

\_\_\_\_\_ AND  
\_\_\_\_\_  
**THIS RIGHTS OF FRANCHISOR RIDER** is effective as of \_\_\_\_\_ (the  
“**Effective Date**”), and is being signed simultaneously with the Lease (the “**Lease**”) dated  
\_\_\_\_\_ between \_\_\_\_\_ (the  
“**Franchisee**” or “**Tenant**”) and \_\_\_\_\_ (the  
“**Landlord**”) for the real property commonly known as \_\_\_\_\_  
\_\_\_\_\_ (the  
“**Premises**”).

1. **Incorporation and Precedence.** This Rider is incorporated into the Lease and supersedes any conflicting provisions in it. Capitalized terms not otherwise defined in this Rider have the meanings as defined in the Lease.

2. **Background.** The Tenant will operate a MELTING POT® Restaurant at the Premises under a Franchise Agreement with THE MELTING POT Restaurants, Inc. (the “**Franchisor**”). By entering into a franchise relationship with the Franchisor, the Tenant has agreed to grant the Franchisor a security interest in the Lease, all of the furniture, removable trade fixtures, kitchen equipment dining tables and booths (including all fondue cooking equipment), lamps and lighting fixtures, inventory, licenses and supplies located in the Premises as collateral for: (a) the payment of any obligation, liability or other amount owed by the Tenant or its affiliates to the Landlord arising under the Lease; (b) any default or breach of any of the terms and provisions of the Lease; and (c) for any default or breach of any of the terms and provisions of the Franchise Agreement (or any related successor, renewal or conversion franchise) with the Franchisor. The Franchise Agreement also requires that the Lease contain certain provisions that the Tenant is requesting the Landlord to include.

3. **Signage.** The Tenant has the right to install and maintain for the Term of the Lease, MELTING POT® Restaurant System standard signage (the “**Signage**”) in the size and specifications set forth in, and in all respects in compliance with, the Franchisor’s signage standards, a copy of which is attached to this Rider.

4. **Grant of License.** The Landlord grants to the Tenant during the term of the Lease a non-exclusive right and easement over that portion of the property as may be required by the Tenant to improve, renovate, repair, replace and maintain the Premises or replace its Signage or its panel on the pylon sign for the property. The Tenant has the right to change or alter the Signage at any time during the term of the Lease provided the Signage is in compliance with all applicable governmental codes and regulations. The Signage may include: (a) signage on the exterior front wall of the Premises; (b) signage on another exterior portion of the Premises; (c) a separate pylon sign on the property; (d) separate signage on the property, (e) a panel on the pylon sign for the property; and (f) other signage which may be required by the Franchisor or agreed upon by the Landlord and the Tenant.

5. **Copies of Reports.** The Landlord agrees to provide copies of all reports, information and data in Landlord’s possession respecting sales made in, upon or from the Premises on a timely basis, upon written request, but no more than quarterly in any calendar year during the Term of the Lease.

6. **Waiver of Landlord’s Lien.** The Landlord waives lien rights for the following items to the Franchisor:

(a) **Cooking Pots and Liners** – Metal fondue pots and liners, used for cooking or warming products.

- (b) **White Plateware** - Custom fondue plates, ramekins, bowls, and small wares used for serving sauces.
- (c) **Fondue Forks** – Fondue forks with plastic colored handle.
- (d) **Roemmelators** – Devices made to safely transport the cooking pots.
- (e) **Inset Table Burners** – Electric, thermostatically controlled burners which are inset into dining tables. Used for warming or cooking products.
- (f) **Stand Alone Burners** - Electric, thermostatically controlled for positioning on tables. Used for warming, cooking or preparing products at the dining table or in the kitchen.
- (g) **Tables and Table Bases** - designed with a cut-out in the tabletop to insert table burners and the under-mount thermostatic control knobs.
- (h) **Host Stand** – Wooden host and reservation desk.
- (i) **Signage** – Any type of signage, interior or exterior, bearing in any form the MELTING POT® logo, name or insignia.
- (j) **Branded Items, Menus and Point of Sale Materials** – Any item bearing in any form the MELTING POT® logo, name or insignia, including: Dinner, Dessert and Souvenir Menus; wine lists; table tents; check presenters; matches; napkins; glassware; welcome mats; mints; sugar packets; etc.
- (k) **Hardware, Software and Customer Database** – Any software or hardware not available to the general public, especially including those items which are used by or have been created to be used by or communicate within the MELTING POT® Franchise System. Any form of database, including the reservation book(s), which contain customer names and/or other miscellaneous customer information.
- (l) **System Standards Manual, Recipes, Documents and Files** – Any manual, document or otherwise related form which is used by the MELTING POT® Franchise system, including all the MELTING POT® Standards Forms, files (including electronic files), Brand Standards Manual, Social Media Policy Manual, Quality Certification Inspections, InMoment Survey Reports, All Training Manuals, Kitchen Reference Manual, System Standards Manual, and other operational manuals, internal releases and newsletters.
- (m) **Trade Dress** – any item of clothing identified with the MELTING POT®, including aprons, and any item bearing in any form the MELTING POT® logo, name or insignia.
- (n) **Products** – Any product that is supplied to the franchisee and not otherwise available to the general public, especially those items used to prepare sauces, bouillon, mixes, specialty drinks, marinated meats, milk, dark and white chocolate, Swiss, and cheddar cheese blends.

7. **Notice of Default.** The Landlord will give written notice to the Franchisor (concurrently with the giving of such notice to the Tenant) of any defaults (a “**Default**”) by the Tenant under the Lease by certified mail, return receipt requested, or by nationally recognized overnight courier service, at the following address or to such other address as the Franchisor may provide to Landlord from time to time:

The Melting Pot Restaurants, Inc.  
7886 Woodland Center Boulevard

Tampa, Florida 33614  
Attention: Legal Franchise Administration

Upon receipt of a Notice of Default, the Tenant agrees to authorize the Landlord to communicate with the Franchisor and the Landlord agrees to communicate with a representative of the Franchisor concerning, but not limited to, the terms and conditions of the Default.

8. **Franchisor's Assumption of Lease.** The Landlord consents to the Franchisor's assumption of all of the Tenant's rights and obligations under the Lease upon the occurrence of either of the following events under the terms and conditions set forth:

(a) **Default of Franchisee under the Lease:** If the Tenant fails to cure a Default within the period specified within the Lease, then Landlord will, within 3 business days following the expiration of such cure period, give the Franchisor written notice of such failure to cure a Default, and offer the Franchisor the option to assume Tenant's interest in the Lease (the "Offer") so long as the Franchisor cures any default capable of being cured by Franchisor. Nevertheless, the Franchisor has no obligation to cure any monetary default: (i) if the Franchisor was not given notice by the Landlord within 20 days following the date when such payment was due; or (ii) any amount in excess of 2 months base rent. The Landlord will attach a complete copy of the Lease and any amendments thereto to the Offer. If the Franchisor accepts the Offer, the Franchisor must send written notice of its acceptance to the Landlord and the Tenant (the "Acceptance") within 15 business days after receipt of the Offer from the Landlord. Failure of the Franchisor to send the Acceptance constitutes a waiver of the Franchisor's right to assume the Lease. In the event that the Franchisor accepts the Offer, then the Franchisor, in order for the Offer and the Acceptance to remain in full force and effect, must cure the defaults that are capable of being cured by the Franchisor within 5 business days of the Acceptance if such default is monetary, or within 30 days of the Acceptance if such default is non-monetary. If the Franchisor is not capable of curing such non-monetary default during the 30 days, an extension of an additional 30 days will be granted provided the Franchisor is diligently pursuing such cure. Failure of the Franchisor to effect such cure within such time periods constitutes a rejection of the Offer.

(b) **Upon Termination of the Franchise Agreement:** If during the term of the Lease or any extensions thereof, the Franchisor notifies the Landlord, in writing, that the Tenant's Franchise Agreement (or related successor, renewal or conversion franchise) with the Franchisor has been terminated, then the Landlord will promptly give the Franchisor written notice specifying the defaults, if any, of the Tenant under the Lease, and will offer the Franchisor the option to assume all of the Tenant's interest in the Lease.

9. **Assignment of Lease to the Franchisor:** In the event the Franchisor elects to assume the Tenant's interest in the Lease, the Landlord will promptly deliver possession of the Premises to the Franchisor provided that the Franchisor has executed and delivered an assignment and assumption agreement to Landlord, in a form mutually agreeable to the Landlord and the Franchisor, and the Franchisor has agreed to cure all of the Tenant's defaults capable of being cured by the Franchisor. The Tenant agrees that the Landlord is not liable and indemnifies and holds the Landlord harmless in the event that the Landlord transfers interest in the Lease to the Franchisor in accordance with this Rider. After the Franchisor assumes the Tenant's interest under the Lease, the Franchisor may, at any time, assign such interest or sublet the premises to a wholly-owned subsidiary or one of Franchisor's franchisees upon written notice to the Landlord, provided that should Franchisor transfer the Lease to a franchisee, such franchisee shall meet the then existing standards of Franchisor for franchisees. Upon such transfer, whether to a wholly-owned subsidiary or to a franchisee, the Franchisor will have no further liability or obligation to the Landlord under the Lease accruing after such transfer.

10. **Amendment.** The Landlord and the Tenant will not cancel, terminate, modify or amend the Lease including, without limitation, Franchisor's rights under this Rider, without the Franchisor's prior written consent, except that, subject to the Franchisor's cure rights, this paragraph will not prevent the Landlord from exercising any right to cancel or terminate the Lease due to Tenant's default.

11. **Benefits and Successors.** This Rider and all provisions herein will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The benefits of this Rider also inure to the Franchisor and to its successor and assigns.

12. **Remaining Provisions Unaffected.** Those parts of the Lease that are not expressly modified by this Rider remain in full force and effect.

Intending to be bound, the Landlord and the Tenant sign and deliver this Rider effective on the Effective Date, regardless of the actual date of signature.

**Landlord**

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Tenant**

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT "E-2"  
TO THE DISCLOSURE DOCUMENT

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SIGNAGE STANDARDS

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EXHIBIT "F"  
TO THE DISCLOSURE DOCUMENT

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EXHIBIT "G-1"  
TO THE DISCLOSURE DOCUMENT

---

FORM OF  
PERSONAL GUARANTY OF OWNER/SHAREHOLDER

---

**PERSONAL GUARANTY OF OWNER/SHAREHOLDER**

This Guaranty must be signed by the principal owners (referred to as “you” for purposes of this Guaranty only) of \_\_\_\_\_ (the “Franchise Owner”) under the MELTING POT® Restaurant Franchise Agreement (the “Agreement”) dated \_\_\_\_\_, 20\_\_.

1. **Scope of Guaranty.** In consideration of and as an inducement to, the signing and delivery of the Agreement by **The Melting Pot Restaurants, Inc.** (“us,” or “our” or “we” or “Franchisor”), each of you signing this Guaranty personally and unconditionally: (a) guarantees to us and our successors and assigns that the Franchise Owner 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.

2. **Waivers.** Each of you waives: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Franchise Owner or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Franchise Owner arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

3. **Consents and Agreements.** Each of you consents and agrees that: (a) your direct and immediate liability under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement upon demand if the Franchise Owner fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Franchise Owner or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may periodically grant to Franchise Owner or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence shall in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Agreement and, if required by the Agreement, after its termination or expiration.

4. **Enforcement Costs.** If we are required to enforce this Guaranty in any judicial or arbitration proceeding or any appeals, you must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants’, attorneys’, attorney’s assistants’, arbitrators’ and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

5. **Effectiveness.** Your obligations under this Guaranty are effective on the Agreement Date, regardless of the actual date of signature. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement. This Guaranty is governed by Florida law and may be enforced in the courts of the county and state where Franchisor’s principal headquarters are located. Each Guarantor irrevocably submits to the jurisdiction and venue of such courts.

Each of the principal owners now signs and delivers this Guaranty as of the date of the Agreement.

**PERCENTAGE OF OWNERSHIP  
INTEREST IN FRANCHISE**

**GUARANTORS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

EXHIBIT "G-2"  
TO THE DISCLOSURE DOCUMENT

---

FORM OF  
PRINCIPAL OWNER'S STATEMENT

---

## PRINCIPAL OWNER'S STATEMENT

This form must be completed and signed by the Franchisee and/or Developer, \_\_\_\_\_ (the "**Business Entity**"), and each of its principal owners under the \_\_\_\_\_ Agreement dated \_\_\_\_\_, 20\_\_ (the "**Agreement**") with **THE MELTING POT RESTAURANTS, INC.** (the "**Franchisor**"), if the Business Entity has multiple owners or if the Business Entity or the franchised business is owned by a business organization (like a corporation, partnership or limited liability company). Franchisor is relying on the truth and accuracy of this form in awarding the Agreement to the Business Entity.

1. **Form of Owner.** The Business Entity is a (check one):

- (a) General Partnership
- (b) Corporation
- (c) Limited Partnership
- (d) Limited Liability Company
- (e) Other

Specify: \_\_\_\_\_

2. **Business Entity.** It was incorporated or formed on \_\_\_\_\_, \_\_\_\_, under the laws of the State of \_\_\_\_\_. It has not conducted business under any name other than its corporate, limited liability company or partnership name and the following names (if any) \_\_\_\_\_. The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) and their positions (attach additional sheets if needed):

<u>Name of Person</u>	<u>Position(s) Held</u>

3. **Owners.** The following list includes the full name and mailing address of each person who is a direct or indirect owner and fully describes the nature of each owner's interest in the Business Entity. Attach additional sheets if necessary.

<u>Owner's Name and Address</u>	<u>Description of Interest*</u>	<u>% of Ownership</u>

\*Indicate whether ownership interest is direct or indirect. For indirect ownership, include the name of each entity or trust through which ownership interests are held.

4. **Governing Documents.** Attached is an organizational chart showing the ownership structure of the Business Entity, including all direct and indirect parents, affiliates and subsidiaries. The undersigned agree to provide copies of the documents and contracts governing the ownership, management and other significant aspects of the Business Entity (e.g., articles of incorporation or organization, partnership or shareholder agreements, etc.) upon request from Franchisor.

This Principal Owner's Statement is current and complete as of \_\_\_\_\_.

**OWNER**

**INDIVIDUALS:**

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

**CORPORATION, LIMITED  
LIABILITY COMPANY OR  
PARTNERSHIP:**

\_\_\_\_\_  
[Name of Entity]

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

EXHIBIT "H-1"  
TO THE DISCLOSURE DOCUMENT

---

FORM OF  
NONCOMPETE AGREEMENT

---

## NONCOMPETE AGREEMENT

This Noncompete Agreement (the “**Agreement**”) is entered into by and between: *[ENTER NAME OF FRANCHISEE]* (“**Employer**”) and \_\_\_\_\_ (the “**Employee**”).

Employer is a franchisee operating a MELTING POT® Restaurant (the “**Restaurant**”) under a Franchise Agreement (the “**Franchise Agreement**”) with The Melting Pot Restaurants, Inc. (the “**Franchisor**”).

Employee and the Employer have entered into a separate Confidentiality, Non-solicitation and Assignment of Inventions Agreement, with an Effective Date of \_\_\_\_\_, 20\_\_\_\_ (the “**Confidentiality Agreement**”). This Agreement is effective on the Effective Date of the Confidentiality Agreement.

In consideration of the employment or continued employment of Employee by Employer and other good and valuable consideration the Employer and Employee (collectively the “**Parties**”) agree that:

1. **Incorporation by Reference.** Paragraph 1 of the Confidentiality Agreement is incorporated herein by reference, in its entirety. Further, Employee acknowledges and agrees that due to the nature of Employee’s job duties with the Employer, Employee has: (a) learned or is likely to learn Confidential Information; and (b) attended or will attend extraordinary and specialized training programs offered by the Employer or the Franchisor that are proprietary to the operation of MELTING POT® Restaurants and not for the operation of restaurants generally.

2. **Definitions:** For purposes of this Agreement:

- (a) “**Competitive Business**” \*\*means any business or facility owning, operating or managing, or granting franchises or licenses to others to own, operate or manage, any fondue restaurant or restaurant serving fondue, other than a MELTING POT® Restaurant (a “**Competitive Restaurant**”);
- (b) “**Territory**” means within 30 miles, or within the Area of Dominant Influence (“**ADI**”) (as defined by Arbitron) of: (i) the Restaurant; or (ii) any restaurant owned or operated by Employer or Franchisor, or any of their subsidiaries, affiliates or franchisees: (x) as of the Effective Date or (y) while Employee is employed by Employer; or (z) as of the date of the end of Employee’s employment.

3. **Noncompetition.** Employee agrees that employee shall not, during Employee’s employment with Employer and for a period of twenty-four (24) months following the termination of said employment, directly or indirectly, as an owner (disclosed, beneficial or otherwise), partner, shareholder, franchisor, franchisee, affiliate, proprietor, agent, director, officer, employee, independent contractor, consultant, or in any other capacity, on Employee’s own behalf or on behalf of any other person or entity other than the Employer:

- (a) Have any financial or other interest, direct or indirect (e.g., through a spouse, child, business partner or business entity) in any Competitive Business within the Territory, or in any entity which has granted or is granting franchises or licenses to others to operate a Competitive Business within the Territory;
- (b) Engage in a Competitive Business within the Territory;
- (c) Perform any services for any individual or entity engaging in a Competitive Business within the Territory; and/or

- (d) Solicit, divert or take away any business, or any current or prospective customer, referral source, client, vendor, supplier, franchisee or contractor, of the Employer or any of its subsidiaries, affiliates or franchisees, or interfere with the relationship between the Employer or any of its subsidiaries, affiliates or franchisees and any such person or entity, or cause any such person or entity to stop doing business with or to reduce the extent of its business with the Employer or any of its subsidiaries, affiliates or franchisees.
- (e) Employee will not, directly or indirectly, recruit, train, supervise, encourage or assist others to engage in any of the activities proscribed in this Paragraph 3.
- (f) For purposes of this Paragraph 3, a “current” customer, referral source, client, vendor, supplier, franchisee or contractor means one which has provided goods or services to, or acquired goods or services from, the Employer or any of its subsidiaries, affiliates or franchisees, within the two years preceding either the termination of Employee’s employment with Employer or Employee engaging in any conduct prohibited by this Agreement. For purposes of this Paragraph 3, a “prospective” customer, referral source, client, vendor, supplier, franchisee or contractor means any specific person or entity the Employer or any of its subsidiaries, affiliates or franchisees has contacted, or attempted to contact, for the purpose of engaging in any transfer of goods or services within the two years preceding either the termination of Employee’s employment with Employer, or Employee engaging in any conduct prohibited by this Agreement, and also includes any specific person or entity as to which, during said time period, the Employer or any of its subsidiaries, affiliates or franchisees has engaged in any evaluation, planning or other activities relating to the possibility of establishing a business relationship.
- (g) The time periods of the restrictions in this Paragraph 3 will be automatically extended by any length of time during which Employee is in breach of any provision of this Agreement.

4. **Protection of Business Interests.** Employee agrees that the restrictions in Paragraph 3 of this Agreement are reasonable and necessary for the protection of the legitimate business interests of both Employer and Franchisor, and that the restrictions will not unduly interfere with Employee’s opportunity for gainful employment.

5. **Survival.** The covenants in this Agreement are independent covenants, separate and apart from any other agreements, covenants or obligations between the Parties. The breach of any agreements, covenants or obligations not contained in this Agreement shall not be a defense to enforcement of this Agreement. The provisions of this Agreement survive any termination of the employment relationship between Employee and Employer. Further, all of the restrictive covenants contained in this Agreement remain effective regardless of whether Employee’s employment is terminated voluntarily or involuntarily, or with or without cause.

6. **Remedies.** Employee agrees that in the event of an actual or threatened breach of the provisions of this Agreement, Employer or Franchisor or both Employer and Franchisor shall be entitled to:

- (a) An ex parte, preliminary, and/or permanent injunction restraining Employee from using or disclosing, in whole or in part, the Confidential Information, from rendering any services to any person, firm, corporation, association or other entity to whom said Confidential Information, in whole or in part, has been disclosed or is threatened to be disclosed, and/or restraining Employee from violating the provisions of this Agreement, without the

requirement for the posting of a bond (except where the posting of a bond a non-waivable requirement of applicable law);

- (b) Damages; and
- (c) Any other legal or equitable remedies available to it.

In addition to the remedies described above, during any period of time in which Employee is in breach of this Agreement, the Employer will not be required to pay any compensation to Employee except the minimum amount required to be paid under the Fair Labor Standards Act and any other applicable statute or regulation.

The remedies available under this Agreement are in addition to, and not in lieu of, any remedies that may be available under the Confidentiality Agreement.

7. **Expenses.** In the event that Employer or Franchisor initiates legal proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all expenses (including discovery and other court costs and attorneys' fees) incurred in connection with those proceedings and any appeal from those proceedings.

8. **Waiver of Terms.** No waiver or modification of any provision of this Agreement will be valid unless in writing and signed by an authorized representative of Employer.

9. **Choice of Law.** This Agreement is governed by the laws of the state in which the Employer's Restaurant is located.

10. **Waiver of Jury Trial.** Employee waives any right he or she may have to a trial by jury of any dispute arising under this Agreement.

11. **Assignment.** This Agreement survives any change in the Employer's or Franchisor's ownership, any merger or consolidation and any sale of substantially all of the Employer's or Franchisor's assets. Employee consents to enforcement of this Agreement by any of the Employer's or Franchisor's successors, transferees or assignees. Employee may not assign any of Employee's rights or delegate any of Employee's responsibilities hereunder.

12. **Savings Clause.** If any of the provisions of this Agreement are determined to be in violation of any law, rule or regulation, or are otherwise ruled to be unenforceable, such determination shall not affect any other clauses of this Agreement, but such other provisions shall remain in full force and effect. If any provision of this Agreement is found to be unenforceable because overly broad, the Parties agree that said provision shall be enforced to the fullest extent permitted by law.

13. **Sufficiency of Consideration.** Employee understands that there is overlap between the consideration given to Employee for this Agreement and the consideration given to Employee for the Confidentiality Agreement and confirms and agrees that the consideration provided by the Employer, the receipt of which Employee hereby acknowledges, is adequate and sufficient consideration to bind Employee to both agreements.

14. **At Will Employment.** This Agreement shall not create any right to continued employment with the Employer or any of its subsidiaries, affiliates or franchisees, nor as limiting the right of the Employer, its subsidiaries, affiliates and/or franchisees to terminate Employee's employment. Employee's employment is at will and may be terminated with or without cause and with or without prior notice. Furthermore, Employee understands and agrees that Franchisor is not his or her employer for any purposes

whatsoever, and that Employer is solely responsible for the terms, conditions and compensation of his or her employment.

15. **Complete Agreement.** This Agreement and the Confidentiality Agreement contain the complete agreement between the Employer and Employee concerning the matters covered herein and supersede any prior agreement, representation or understanding, oral or written, between them concerning those matters.

16. **Third Party Beneficiary.** Employee and Employer intend that Franchisor shall be a third-party beneficiary of this Agreement, shall have all of the same rights of enforcement under this Agreement as Employer, and shall be entitled to all of the remedies provided by this Agreement to the same extent and under the same circumstances as Employer. Employee irrevocably consents to: (a) enforcement of this Agreement by Franchisor; and (b) the jurisdiction and venue of the federal and state courts located in Hillsborough County, Florida if the Franchisor enforces this Agreement.

Intending to be bound, Employer and Employee sign below:

***[ENTER NAME OF FRANCHISEE]:***

**THE "EMPLOYEE":**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT "H-2"  
TO THE DISCLOSURE DOCUMENT

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FORM OF  
CONFIDENTIALITY, NON-SOLICITATION AND  
ASSIGNMENT OF INVENTIONS AGREEMENT

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**CONFIDENTIALITY, NON-SOLICITATION AND  
ASSIGNMENT OF INVENTIONS AGREEMENT**

This Confidentiality, Non-solicitation and Assignment of Inventions Agreement (the “**Agreement**”) is entered into by and between: [ENTER NAME OF FRANCHISEE] (“**Employer**”) and \_\_\_\_\_ (“**Employee**”), and is effective as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”).

Employer is a franchisee operating a MELTING POT® Restaurant (the “**Restaurant**”) under a Franchise Agreement (the “**Franchise Agreement**”) with The Melting Pot Restaurants, Inc. (the “**Franchisor**”).

In consideration of the employment or continued employment of Employee by Employer and other good and valuable consideration, the receipt and sufficiency of which Employee hereby acknowledges, Employer and Employee (collectively the “**Parties**”) agree that:

1. **Confidential Information and other Business Interests.**

- (a) Franchisor has developed and is continuing to develop confidential and proprietary business information, including, but not limited to: recipes; product specifications; other standards and characteristics of products and services provided; product analysis and research; other specifications; formats, methods, procedures and plans relating to products and services; operating techniques; the Restaurant’s computer systems, intranet, databases and other information; selection, testing, training, skills and abilities of employees and other personnel; manner of operations; acquisition strategies; contracts; sales, costs, pricing, profit margins and other financial information; customer preferences; market research, analyses and data; self-analyses and analyses of competitors; business and marketing plans and strategies; technology; know-how; specialized training; testing methods; restaurant and business operating techniques; criteria and methods for obtaining licensing and meeting regulatory requirements; design and construction of restaurants; knowledge of and experience in the operating and franchising of restaurants in the Restaurant’s particular market segment; other confidential information about the owners, employees, vendors, customers and others with whom the Franchisor and Employer has business relationships; Inventions as defined by Paragraph 6 of this Agreement; trade practices; trade secrets; and any other information that is marked confidential or identified as confidential by separate memorandum, email or other communication (all of the above referred to collectively as the “**Confidential Information**”). The Franchisor has granted the Employer access to the Confidential Information and the Employer is obligated to ensure that its employees with access to it also maintain its confidentiality.
- (b) The Confidential Information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons and entities that can obtain economic value from its disclosure or use;
- (c) Some or all of the Confidential Information constitutes “**trade secrets**” as defined in FLA. STAT. § 688.002(4) and similar statutes of other states, and is valuable confidential business information;
- (d) The Employer has developed substantial relationships with specific prospective and existing customers, vendors, contractors, employees, subsidiaries, affiliates and business partners based on the goodwill associated with the Franchisor and its trademarks;
- (e) The Employee’s job duties include developing and maintaining substantial relationships with specific prospective and existing customers, vendors, contractors, employees, subsidiaries, affiliates and/or business partners;

- (f) The Franchisor has developed substantial goodwill associated with the operation of restaurants (like the Restaurant) operating under its trademarks;
- (g) The Franchisor or Employer has provided, or will provide, the Employee with extraordinary and specialized training, which training is unique or highly uncommon;
- (h) The Franchisor has invested considerable time, funds and resources in creating, developing and maintaining the Confidential Information, its relationships and its good will, and in training; and
- (i) Each of the foregoing is a legitimate business interest of both Employer and Franchisor.
- (j) Subparagraph 1(g) is intended only to identify one of the Franchisor's or Employer's legitimate protectable business interests, and is not intended to, and does not, create any obligation on the part of the Franchisor or Employer to provide training to Employee or any right of the Employee to receive such training.

2. **Restrictive Covenants.** Employee further agrees that:

- (a) Employee will not, during or after Employee's employment with Employer, use or disclose the Confidential Information or any part thereof, except for the benefit of the Franchisor or Employer and in connection with the performance of services rendered to the Franchisor or Employer, or make any unauthorized copies (including but not limited to electronic copies) of any Confidential Information;
- (b) Employee will comply with all procedures prescribed by the Employer to prevent unauthorized use or disclosure of Confidential Information;
- (c) Employee will not, during Employee's employment with Employer and for a period of twenty-four (24) months following the termination of said employment, recruit or solicit for employment by anyone other than the Employer, or hire, employ or engage the services of, any current employee or independent contractor of the Franchisor or Employer or any of its subsidiaries, affiliates or franchisees, or solicit any such employee or independent contractor to leave employment with or to sever his, her or its relationship with the Employer or any of its subsidiaries, affiliates or franchisees; and
- (d) Employee will not, directly or indirectly, recruit, train, supervise, encourage or assist others to engage in any of the activities proscribed in this Paragraph 2.
- (e) During the course of Employee's employment with Employer and for a period of twenty-four (24) months thereafter, Employee shall inform any actual or prospective employer of the existence of this Agreement and the fact that it contains the restrictive covenants set forth above and below, and shall take all reasonable steps necessary to furnish any such actual or prospective employer with a copy of this Agreement.
- (f) For purposes of this Paragraph 2, a "**current**" employee or independent contractor is an employee or independent contractor who or which has provided goods or services to the Employer or Franchisor or any of its subsidiaries, affiliates or franchisees, within the two years preceding either the termination of Employee's employment with Employer or Employee engaging in any conduct prohibited by this Agreement. For purposes of this Paragraph 2, a "**prospective**" employee or independent contractor includes any person or

entity the Employer or any of its subsidiaries, affiliates or franchisees has contacted, or attempted to contact, for the purpose of engaging his, her or its services, within the two years preceding either the termination of Employee's employment with Employer, or Employee engaging in any conduct prohibited by this Agreement, and also includes any person or entity as to which, during said time period, the Employer or any of its subsidiaries, affiliates or franchisees has engaged in any evaluation, planning or other activities relating to the possibility of establishing a business relationship.

- (g) The time periods of the restrictions in this Paragraph 2 will be automatically extended by any length of time during which Employee is in breach of any provision of this Agreement.

3. **Protection of Business Interests.** Employee agrees that the restrictions in Paragraph 2 of this Agreement are reasonable and necessary for the protection of the legitimate business interests of both Employer and Franchisor, and that the restrictions will not unduly interfere with Employee's opportunity for gainful employment.

4. **Documents and Other Property.** All written documents, electronically stored documents, lists, computer programs, computer software, computer hardware, other media for storing electronic information, keys, equipment, Confidential Information, other documents relating to the business of the Employer or Franchisor, and all other things, tangible and intangible, prepared or obtained by Employee or that come into Employee's possession during employment with Employer, which relate to the business of the Employer or Franchisor, shall be the sole and exclusive property of the Employer or Franchisor and Employee shall, at the end of Employee's employment with Employer, or at any time upon request of the Employer or Franchisor, promptly deliver all such materials to the Employer or Franchisor. In addition, upon termination of Employee's employment, regardless of whether the termination is voluntary or involuntary or with or without cause, Employee shall promptly return to the Employer or Franchisor any and all materials, equipment and property furnished to Employee, including all copies of such materials.

5. **Works Made for Hire.** Any work that Employee creates or helps create at the request of the Employer, including software, user manuals, training materials, sales materials, recipes and other written and visual works, are works for hire in which Employer and/or its Franchisor owns the copyright. Employee may not reproduce or publish these works, except on behalf of the Employer in the pursuit of Employee's employment duties.

6. **Inventions.** Every improvement, product, recipe, process, apparatus, method, design or work made for hire (collectively the "**Inventions**") that Employee may at any time make, devise, or conceive, individually or jointly with others, during the period of Employee's employment with Employer, whether during business hours or otherwise, that relate in any manner to the business of the Employer, or that may be useful to the Employer in connection with the Employer's business, shall (solely as between the Employer and the Employee) be the exclusive property of the Employer. Employee will make full and prompt disclosure to the Employer of every such Invention. Employer shall have the sole and exclusive right to patent or copyright all Inventions, and Employee shall take whatever lawful steps the Employer may request to assist it in obtaining patents and/or copyrights covering the Inventions, without charge to the Employer or any of its subsidiaries, affiliates or franchisees. Nothing in Paragraphs 5 and 6 limits or effects the Employer's obligations to the Franchisor under the Franchise Agreement relating to such Inventions, which will constitute Improvements to be the property of the Franchisor. If there are any Inventions that Employee owned or developed before becoming employed by the Employer and to which Employee claims ownership, Employee has listed them here: \_\_\_\_\_

7. **Prior Employers and Agreements.** Employee represents and warrants that Employee is not in possession or control of any trade secrets or confidential and proprietary information belonging to any of Employee's previous employers or business associates, and that neither employment by Employer nor the terms of this Agreement will cause Employee to breach any agreement with, or obligation owed to, a third party. Employee agrees that Employee will not disclose to the Employer, or use in the course of employment with Employer, any trade secrets or confidential and proprietary information belonging to any of Employee's previous employers and business associates. Employee has provided the Employer with copies of all agreements under which Employee has agreed to any restrictions on employment, on use or disclosure of confidential information or trade secrets, or on solicitation. Employee shall hold harmless and indemnify the Employer and Franchisor from and against any claim, demand, or loss asserted by any third party resulting from any breach by Employee of any agreement or obligation owed by Employee to any such third party, including any attorneys' fees and costs incurred by the Employer in connection with any such claim.

8. **Survival.** The covenants in this Agreement are independent covenants, separate and apart from any other agreements, covenants or obligations between the Parties. The breach of any agreements, covenants or obligations not contained in this Agreement shall not be a defense to enforcement of this Agreement. The provisions of this Agreement survive any termination of the employment relationship between Employee and Employer. Further, all of the restrictive covenants contained in this Agreement remain effective regardless of whether Employee's employment is terminated voluntarily or involuntarily, or with or without cause.

9. **Other Breach.** If the Employee becomes aware, during Employee's employment with Employer, of facts or circumstances which suggest that another existing or former employee or independent contractor of the Employer, or other person or entity, has used or disclosed or is using or disclosing Confidential Information, or has violated or is violating the terms of any agreement with the Employer, Employee shall immediately notify the Chief Executive Officer or the Employer and the Franchisor's Vice President of People (or their successors) in writing of such facts and circumstances.

10. **Remedies.** Employee agrees that in the event of an actual or threatened breach of the provisions of this Agreement, Employer or Franchisor or both Employer and Franchisor shall be entitled to:

- (a) An ex parte, preliminary, and/or permanent injunction restraining Employee from using or disclosing, in whole or in part, the Confidential Information, from rendering any services to any person, firm, corporation, association or other entity to whom said Confidential Information, in whole or in part, has been disclosed or is threatened to be disclosed, and/or restraining Employee from violating the provisions of this Agreement, without the requirement for the posting of a bond (except where the posting of a bond is a non-waivable requirement of applicable law);
- (b) Damages; and
- (c) Any other legal or equitable remedies available to it.

In addition to the remedies described above, during any period of time in which Employee is in breach of this Agreement, Employer will not be required to pay any compensation to Employee except the minimum amount required to be paid under the Fair Labor Standards Act and any other applicable statute or regulation.

Further, if Employee violates subparagraph 2(c) of this Agreement, or recruits, trains, supervises, encourages or assists another person or entity in engaging in activities proscribed by subparagraph 2(c) of this Agreement, then, in addition to the remedies described above, Employee must immediately pay to the Employer an amount equal to ½ of the total annualized cash compensation the Employer was paying to Employee during the most recent year of Employee's employment, as liquidated damages. The liquidated damage amount is intended to compensate the Employer for recruiting, training and replacement costs. Employee agrees that it would be difficult to determine and prove the amount of actual damages resulting from a violation of subparagraph 2(c), and that the liquidated damages amount is reasonable.

11. **Expenses.** In the event that Employer or Franchisor initiates legal proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all expenses (including discovery and other court costs and attorneys' fees) incurred in connection with those proceedings and any appeal from those proceedings.

12. **Waiver of Terms.** No waiver or modification of any provision of this Agreement will be valid unless in writing and signed by an authorized representative of Employer.

13. **Choice of Law.** This Agreement is governed by the laws of the state in which the Employer's Restaurant is located.

14. **Waiver of Jury Trial.** Employee waives any right he or she may have to a trial by jury of any dispute arising under this Agreement.

15. **Assignment.** This Agreement survives any change in the Employer's or Franchisor's ownership, any merger or consolidation and any sale of substantially of the Employer's or Franchisor's assets. Employee consents to enforcement of this Agreement by any of the Employer's or Franchisor's successors, transferees or assignees. Employee may not assign any of Employee's rights or delegate any of Employee's responsibilities hereunder.

16. **Savings Clause.** If any of the provisions of this Agreement are determined to be in violation of any law, rule or regulation, or are otherwise ruled to be unenforceable, such determination shall not affect any other clauses of this Agreement, but such other provisions shall remain in full force and effect. If any provision of this Agreement is found to be unenforceable because overly broad, the Parties agree that said provision shall be enforced to the fullest extent permitted by law.

17. **At Will Employment.** This Agreement shall not create any right to continued employment with the Employer or any of its subsidiaries, affiliates or franchisees, nor as limiting the right of the Employer, its subsidiaries, affiliates and/or franchisees to terminate Employee's employment. Employee's employment is at will and may be terminated with or without cause and with or without prior notice. Furthermore, Employee understands and agrees that Franchisor is not his or her employer for any purposes whatsoever, and that Employer is solely responsible for the terms, conditions and compensation of his or her employment.

18. **Complete Agreement.** This Agreement (and, if applicable, the separate Noncompetition Agreement between Employee and the Employer) contains the complete agreement between the Employer and Employee concerning the matters covered herein and supersedes any prior agreement, representation or understanding, oral or written, between them concerning those matters.

19. **Third Party Beneficiary.** Employee and Employer intend that Franchisor shall be a third-party beneficiary of this Agreement, shall have all of the same rights of enforcement under this Agreement as Employer, and shall be entitled to all of the remedies provided by this Agreement to the same extent and

under the same circumstances as Employer. Employee irrevocably consents to: (a) enforcement of this Agreement by Franchisor; and (b) the jurisdiction and venue of the federal and state courts located in Hillsborough County, Florida if the Franchisor enforces this Agreement.

Intending to be bound, Employer and Employee sign below:

***[ENTER NAME OF FRANCHISEE]:***

**THE "EMPLOYEE":**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

EXHIBIT "I"  
TO THE DISCLOSURE DOCUMENT

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FORM OF FRANCHISEE OPERATING AGREEMENT

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EXHIBIT "J"  
TO THE DISCLOSURE DOCUMENT

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LIST OF STATE AGENCIES  
AND AGENTS FOR SERVICE OF PROCESS

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If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed.

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

STATE	AGENCY	PROCESS, IF ANY
<b>California</b>	Department of Financial Protection and Innovation www.dfpi.ca.gov Ask.DFPI@dfpi.ca.gov <b>Los Angeles</b> 320 West 4 <sup>th</sup> Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500 <b>Sacramento</b> 651 Bannon Street, Suite 300 Sacramento, CA 95811 (916) 327-7585 <b>San Diego</b> 1455 Frazee Road, Suite 315 San Diego, CA 92108 (619) 610-2093 <b>San Francisco</b> One Sansome Street, Suite 600 San Francisco, CA 94104-4428 (415) 972-8565	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4 <sup>th</sup> Street, Suite 750 Los Angeles, CA 90013
<b>Florida</b>	Florida Dept. of Agriculture & Consumer Services P. O. Box 6700 Tallahassee, FL 32314-6700	Gerard Wehle c/o Drummond Wehle & Ross LLP Terrace Oaks Office Park 6987 East Fowler Avenue Tampa, FL 33617
<b>Hawaii</b>	Business Registration Division Securities Compliance Branch Department of Commerce and Consumer Affairs P.O. Box 40 Honolulu, Hawaii 96810 (808) 586-2727	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
<b>Illinois</b>	Franchise Division Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General, 500 South Second Street, Springfield, Illinois 62706
<b>Indiana</b>	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, Indiana 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204

STATE	AGENCY	PROCESS, IF ANY
<b>Maryland</b>	Office of Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021 (410) 57606360	Maryland Securities Commissioner Office of the Attorney General Securities Division 200 St. Paul Place Baltimore Maryland 21202-2021
<b>Michigan</b>	Office of Attorney General Consumer Franchise Section 670 G. Mennen Williams Building 525 West. Ottawa Lansing, Michigan 48913 (517) 373-7117	
<b>Minnesota</b>	Minnesota Commerce Department 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198 (651) 296-6328	Minnesota Commerce Department 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198
<b>New York</b>	New York State Department of Law Bureau of Investor Protection and Securities 120 Broadway, 23rd Floor New York, NY 10271 (212)416-8211	Secretary of State State of New York One Commerce Plaza 99 Washington Avenue, Suite 600 Albany, New York 12231
<b>North Dakota</b>	Office of Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505 (701) 328-4712	
<b>Oregon</b>	Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
<b>Rhode Island</b>	Division of Securities John O. Pastore Center Bldg. 69, First Floor 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9500	Division of Securities John O. Pastore Center Bldg. 69, First Floor 1511 Pontiac Avenue Cranston, Rhode Island 02920
<b>South Dakota</b>	Department of Labor and Regulation Division of Securities 124 South Euclid, Suite 104 Pierre, SD 57501	
<b>Utah</b>	Utah Department of Commerce Division of Consumer Protection 160 East 300 South SM Box 146704 Salt Lake City, UT 84114-6704	
<b>Virginia</b>	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 <sup>th</sup> Floor Richmond, VA 23219 (804) 371-9051	Clerk State Corporation Commission 1300 East Main Street Richmond, VA 23219

STATE	AGENCY	PROCESS, IF ANY
<b>Washington</b>	Department of Financial Institutions P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Road Tumwater, WA 98501
<b>Wisconsin</b>	Division of Securities Department of Financial Institutions P. O. Box 1768 Madison, Wisconsin 53701 (608) 266-2801	Division of Securities Department of Financial Institutions 345 W. Washington Avenue, 4 <sup>th</sup> Fl Madison, Wisconsin 53703

EXHIBIT "K"  
TO THE DISCLOSURE DOCUMENT

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STATE SPECIFIC ADDENDA TO  
FRANCHISE DISCLOSURE DOCUMENT

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**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
THE MELTING POT RESTAURANTS, INC.  
STATE OF CALIFORNIA**

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT. **Registration of the Franchise Disclosure Document with the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**

2. ITEM 5 of the disclosure document is amended to add the following:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

3. ITEM 6 of the disclosure document is amended to add the following line item to the table:

Name of Fee	Amount	Due Date	Remarks
Liquidated Damages	Determined when due	15 days after the effective date of early termination of the Franchise Agreement	If we terminate the Franchise Agreement with cause, or you terminate the Franchise Agreement without cause, you must pay us liquidated damages.*

\* If termination is the result of your default, you must pay us a lump sum payment equal to the total of all royalty and service fee payments for: (a) the 24 calendar months of operation preceding your default; (b) the period of time you have been in operation preceding the notice, if less than 24 calendar months; or (c) any shorter period equal to the unexpired term at the time the Franchise Agreement is terminated. The liquidated damages provision only covers our damages from the loss of cash flow from the royalty and service fees. It does not cover any other damages, including damages to our reputation and damages arising from a violation of any provision of the Franchise Agreement other than the royalty and service fees section. 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 the Franchise Agreement other than the royalty and service fees section.

4. ITEM 17 of the disclosure document is amended to add the following:

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

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

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. A provision that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

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

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

The Franchise Agreement requires application of the laws of the State of Florida. This provision might not be enforceable under California Law.

The Franchise Agreement requires binding arbitration. The arbitration will occur at the forum indicated in ITEM 17 with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (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.

For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

5. California's Franchise Investment Law (Corporations Code sections 3512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on representations it makes to you, or (iii) any violations of law.
6. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on 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.
7. Neither the franchisor, nor any person or franchise broker listed in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934 (15 U.S.C.A. §78A *et seq.*), suspending or expelling these persons from membership in such association or exchange.
8. Any interest rate charged to a California franchise shall comply with the California Constitution. The interest rate shall not exceed either (a) 10% annually or (b) 5% annually plus the prevailing rate charged by banks by the Federal Reserve Bank of San Francisco, whichever is higher.

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

[www.meltingpot.com](http://www.meltingpot.com)

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

**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
THE MELTING POT RESTAURANTS, INC.  
FOR THE STATE OF ILLINOIS**

By reading this disclosure document, you are not agreeing to, acknowledging, or making any representations to the Franchisor and its affiliates.

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Item 5 is amended to state that payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirements was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, 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.

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

**ADDENDUM**  
**TO FRANCHISE DISCLOSURE DOCUMENT FOR**  
**THE MELTING POT RESTAURANTS, INC.**  
**STATE OF MARYLAND**

1. Item 5 is amended by the addition of the following language:  
  
No General release required as a condition of renewal, sale, assignment or transfer will apply to any liability arising under the Maryland Franchise Registration and Disclosure Law.
2. Item 5 is amended by the addition of the following language:  
  
Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.
3. Item 11, under the heading Brand Development Fund, is amended by addition of the following language:  
  
We or our designee will provide you with a copy of the annual report of the operations of the Brand Development Fund upon request.
4. Item 17, summary column for (c) as to the Unit Franchise Program is amended to read as follows:  
  
Give us written notice no later than the 16<sup>th</sup> month and no sooner than the 19<sup>th</sup> month from the expiration of the franchise agreement, maintain premises or secure substitute premises, remodel, sign new license and other documents and pay fee, except that pursuant to COMAR 02.0208.16L any release will not apply to any liability arising under the Maryland Franchise Registration and Disclosure Law (“**Maryland Law**”).
5. Item 17, summary column for (v) as the Unit Franchise Program is amended to read as follows:  
  
Litigation in the county and state where Franchisor’s principal headquarters are located; venue under the Membership Agreement will be in the state in which the marketing cooperative entity is formed, except for matters arising under the Maryland Franchise Registration and Disclosure Law.
6. Item 17 is amended by the additional language at the end of the Item:  
  
Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
7. Item 17 is amended by the additional language at the end of the Item:  
  
No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
THE MELTING POT RESTAURANTS, INC.  
STATE OF MINNESOTA**

**THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

**THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

1. The first paragraph of ITEM 5 of the disclosure document is amended in its entirety to read as follows:

We charge an initial franchise fee in the amount of \$45,000. You must pay the initial franchise fee in a lump sum on the opening day of the Restaurant. The initial franchise fee is nonrefundable.

2. In the table under ITEM 7, the cell intersecting at the “Initial Franchise Fee” row and the “When Due” column is amended in its entirety to read:

On the opening day of the Restaurant.

4. ITEM 13 of the disclosure document is amended as follows:

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), franchisor will reimburse the franchisee for any costs incurred by the franchisee in the defense of the franchisee’s right to use the Marks, so long as the franchisee was using the Marks in the manner authorized by franchisor, and so long as franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

5. ITEM 17 of the disclosure document is amended as follows:

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

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

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit franchisor from requiring litigation to be conducted outside Minnesota. 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 your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

6. The following are added as Risk Factors to the Cover Sheet:

MINNESOTA LAW PROVIDES YOU WITH CERTAIN TERMINATION AND NON-RENEWAL RIGHTS. MINN. STAT. §80C.14 SUBD. 3, 4 AND 5 REQUIRE, EXCEPT IN CERTAIN CASE, THAT YOU BE GIVEN 90 DAYS' NOTICE OF TERMINATION (WITH 60 DAYS TO CURE) AND 180 DAYS' NOTICE FOR NONRENEWAL OF THE FRANCHISE LICENSE.

MINN. STAT. §80C.21 AND MINN. RULE 2860.4400J PROHIBIT US FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. IN ADDITION, NOTHING IN THE DISCLOSURE DOCUMENT OR AGREEMENT CAN ABROGATE OR REDUCE ANY OF YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR YOUR RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION.

7. Item 17, summary columns for (m), (u), (v) and (w) are amended to add the following:

Except for matters coming under the Minnesota Franchise Laws.

**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
THE MELTING POT RESTAURANTS, INC.  
FOR THE STATE OF 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 SERVICES OR 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 FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is to be added at the end of Item 3:

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's 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.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. 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.

D. 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 the “Summary” sections of Item 17(c), titled “**Requirements for a 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.

4. The following language replaces the “Summary” section of Item 17(d), titled “**Termination by franchisee**”: You may terminate the agreement on any grounds available by law.
5. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of forum,**” and Item 17(w), titled “**Choice of law**”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements—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.
7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 *et seq.*), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
THE MELTING POT RESTAURANTS, INC.  
FOR THE STATE OF NORTH DAKOTA**

1. ITEM 5 of the disclosure document is amended by the addition of the following language to the original language:

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

2. ITEM 17 of the disclosure document is amended to add the following:

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

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

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

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

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

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

**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
THE MELTING POT RESTAURANTS, INC.  
STATE OF RHODE ISLAND**

Item 17, summary columns for (v) and (w) are amended to add the following:

The Rhode Island Franchise Investment Act, R.I. Gen. Law Ch. 395 Sec. 19-28.1-1 through 34 provides that a provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

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

**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
THE MELTING POT RESTAURANTS, INC.  
COMMONWEALTH OF VIRGINIA**

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for The Melting Pot Restaurants, Inc. for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure.

Item 5 is amended as follows.

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The following statements are added to Item 17.h.

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement 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 ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** 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.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or

elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** 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.

16. **Questionnaires and Acknowledgments.** 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.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. **Initial Fees.** The franchisor will defer collection of the initial franchise fee until the franchisor has fulfilled its initial pre-opening obligations to the franchisee and the franchisee is open for business. Please note

that the initial fees for the purposes of the deferral include all initial franchise fees described in Item 5 of the Franchise Disclosure Document.

20. Franchisee's Obligations on Termination/Non-renewal. Notwithstanding anything in Section 16.A of the Franchise Agreement to the contrary, the parties agree that a reasonable estimate of COMPANY's damages is the net present value of the royalty and service fees and Brand Development Fund contributions that would have become due but for the termination (i) through the expiration of the term of the Franchise, or (ii) during the twenty-four (24) months following the termination of this Agreement, whichever is earlier.

21. Noncompetition Agreement. Notwithstanding anything to the contrary in Section 2(b) of the Noncompetition Agreement, the parties hereby agree that the definition of "Territory" be amended to provide that the applicable geographic restriction shall be reduced to from 30 miles to 25 miles.

Notwithstanding anything to the contrary in Section 16-F(2) of the Franchise Agreement, the parties hereby agree that the applicable geographic restriction shall be reduced from 30 miles to 25 miles.



EXHIBIT "L"  
TO THE DISCLOSURE DOCUMENT

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STATE SPECIFIC RIDERS  
TO AGREEMENTS

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**THE MELTING POT® RESTAURANTS**  
**CALIFORNIA ADDENDUM TO**  
**FRANCHISE AGREEMENT**

This Addendum to the Franchise Agreement, agreed to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between **THE MELTING POT RESTAURANTS, INC.** (the “COMPANY”) with its principal office at 7886 Woodland Center Boulevard, Tampa, Florida 33614, and \_\_\_\_\_

1. In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-3516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §§20000-20043, the Franchise Agreement for **THE MELTING POT RESTAURANTS, INC.** is amended as follows:

- The California Franchise Relations Act provides rights to Franchisee concerning termination or non-renewal of the Franchise Agreement that may supersede provisions in the Franchise Agreement.
- The section which terminates the Franchise Agreement upon the bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).
- The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. A provision that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.
- Section 9.A. of the Franchise Agreement is amended to state as follows:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

- New Section 17.M. is inserted into the Franchise Agreement and states as follows:

If termination is the result of Franchisee’s default, Franchisee shall pay to Franchisor a lump sum payment (as liquidated damages for causing the premature termination of this Agreement and not as a penalty) equal to the total of all Royalty Fee payments for: (a) the twenty-four (24) calendar months of operation of Franchisee preceding Franchisee’s default; (b) the period of time Franchisee has been in operation preceding the notice, if less than twenty-four (24) calendar months, projected on a twenty-four (24) calendar month basis; or (c) any shorter period as equals the unexpired term at the time of termination. The parties acknowledge that a precise calculation of the full extent of the damages that Franchisor will incur on termination of this Agreement as a result of Franchisee’s default is difficult and the parties desire certainty in this matter and acknowledge that the lump sum payment provided under this Section is reasonable in light of the damages for premature termination that Franchisor will incur. This payment is not exclusive of any other remedies that Franchisor may have, including attorneys’ fees and costs.

- The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law.
- The Franchise Agreement requires application of the laws of a state other than California. This provision might not be enforceable under California law.
- The section which requires binding arbitration. The arbitration will occur at the forum indicated in the section with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged

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

- For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

This Addendum contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

- California's Franchise Investment Law (Corporations Code sections 3512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on representations it makes to you, or (iii) any violations of law.
- No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on 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.
- Neither the franchisor, nor any person or franchise broker listed in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934 (15 U.S.C.A. §78A *et seq.*), suspending or expelling these persons from membership in such association or exchange.
- Any interest rate charged to a California franchise shall comply with the California Constitution. The interest rate shall not exceed either (a) 10% annually or (b) 5% annually plus the prevailing rate charged by banks by the Federal Reserve Bank of San Francisco, whichever is higher.
- The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Franchise Disclosure Document.

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

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

**COMPANY:**  
**THE MELTING POT RESTAURANTS, INC**

**FRANCHISEE:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**THE MELTING POT® RESTAURANTS  
ILLINOIS ADDENDUM TO  
FRANCHISE AGREEMENT**

**THIS ADDENDUM** to the Franchise Agreement (the “**Addendum**”), is effective as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, (the “**Effective Date**”), and amends the Franchise Agreement dated \_\_\_\_\_, 20\_\_\_ (the “**Agreement**”) between **THE MELTING POT RESTAURANTS, INC.** (the “**COMPANY**”) with its principal office at 7886 Woodland Center Boulevard, Tampa, Florida 33614, and \_\_\_\_\_ (the “**FRANCHISEE**”), whose mailing address is \_\_\_\_\_.

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

The Agreement is amended to state that payment of Initial Franchise Fees will be deferred until the Company has met its initial obligations to Franchisee, and Franchisee has commenced doing business. This financial assurance requirements was imposed by the Office of the Illinois Attorney General due to the Company’s financial condition.

Your rights upon Termination and Non-Renewal of any agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, 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.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on 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.

Notwithstanding any provision in the Agreement to the contrary, including but limited to Section 9 (Franchise Fees), neither the Initial Franchise Fee nor any other fee (collectively, “Fees”) shall be due and payable upon the Execution of the Agreement. The FRANCHISEE must only pay Fees to the COMPANY after the COMPANY and its affiliates have satisfied their pre-opening obligations to FRANCHISEE, and the FRANCHISEE has commenced business operations. The Illinois Attorney General’s Office imposed this deferral requirement due to FRANCHISOR’S financial condition.

**COMPANY:**

**THE MELTING POT RESTAURANTS, INC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**MARYLAND RIDER TO  
THE MELTING POT RESTAURANTS, INC.  
FRANCHISE AGREEMENT**

This Rider is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **THE MELTING POT RESTAURANTS, INC.** (the “COMPANY”) and \_\_\_\_\_ (“FRANCHISEE”)

1. **Background.** The COMPANY and the FRANCHISEE are parties to that MELTING POT® Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “**Agreement**”) that has been signed concurrently with the signature on this Rider. This Rider is signed because (a) the MELTING POT® Restaurant to be operated by you pursuant to the Agreement will be located in the State of Maryland, and the offer of the franchise for such Restaurant was made or accepted by you in the State of Maryland and/or (b) because you are a resident of the State of Maryland.

2. **Governing Law and/or Consent to Jurisdiction.** Paragraph H of Section 17 is amended in its entirety to read as follows:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. **Franchise Fees.** Paragraph A of Section 9 is amended in its entirety to read as follows:

Based upon the franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

4. **General Release.** No general release required as a condition of renewal, sale, assignment or transfer will apply to any liability under the Maryland Law. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. **Limitation of Claims.** Any claims arising under the Maryland Law must be brought within 3 years after the grant of the franchise.

6. **Questionnaires and Acknowledgements.** 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.

**IN WITNESS WHEREOF**, the parties hereto have executed, sealed and delivered this Rider in \_\_\_\_\_ counterparts on the day and year first above written.

**FRANCHISEE:**

**THE MELTING POT RESTAURANTS, INC.:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**MARYLAND RIDER TO  
THE MELTING POT RESTAURANTS, INC.  
FRANCHISE COMPLIANCE CERTIFICATION**

The following is added to the Franchise Compliance Certification:

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 uncured under the Maryland Franchise Registration and Disclosure Law.

**FRANCHISEE APPLICANT:**

\_\_\_\_\_

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

**MINNESOTA RIDER TO  
THE MELTING POT RESTAURANTS, INC.  
FRANCHISE AGREEMENT**

This Rider is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **THE MELTING POT RESTAURANTS, INC.**, a Florida corporation (“**COMPANY**”) and \_\_\_\_\_ (“**FRANCHISEE**”).

1. **Background.** The **COMPANY** and the **FRANCHISEE** are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “**Agreement**”) that has been signed concurrently with the signature of this Rider. This Rider is annexed to and forms part of the Agreement. This Rider is being signed because the MELTING POT® Restaurant to be operated by the **FRANCHISEE** pursuant to the Agreement will be located in the State of Minnesota and/or because the **FRANCHISEE** is a resident of the State of Minnesota.

2. **Renewal Rights.** The following is added as the last sentence in Section 3.C:

**FRANCHISEE** and its Owners must execute general releases, in form and substance satisfactory to us, of any and all claims against us, and our Affiliates, officers, directors, employees, agents, successors and assigns, except for matters coming under the Minnesota Franchise law.

3. **Franchise Fees.** Paragraph A of Section 9 is amended in its entirety to read as follows:

**FRANCHISEE** shall pay to **COMPANY** a nonrecurring initial franchise fee (the “**Initial Franchise Fee**”) in the amount of \$45,000, payable upon the opening of the Restaurant. The Initial Franchise Fee shall be fully earned by **COMPANY** upon the execution of this Agreement and shall be nonrefundable.

4. **Termination of Agreement.** The following is added at the beginning of Section 15:

Minnesota Law provides you with certain termination and non-renewal rights. Minn. Stat. §80C.14 Subd. 3, 4 and 5 require, except in certain case, that you be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for nonrenewal of the Franchise Agreement.

5. **Governing Law.** The following sentence is added at the end of Section 17.H:

MINN. STAT. §80C.21 AND MINN. RULE 2860.4400J PROHIBIT US FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. IN ADDITION, NOTHING IN THE DISCLOSURE DOCUMENT OR AGREEMENT CAN ABROGATE OR REDUCE ANY OF YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR YOUR RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION.

6. **Effectiveness of Agreement.** Section 18 is amended in its entirety to read as follows:

The delivery of an unexecuted copy of this Agreement and any accompanying Franchise Disclosure Document to **FRANCHISEE** shall not be deemed to be an offer to grant a franchise or enter into an agreement which **FRANCHISEE** may accept by the execution of such copy. No franchise shall be deemed to have been granted by **COMPANY** to **FRANCHISEE** and no agreement shall be deemed to have been reached between **COMPANY** and **FRANCHISEE** until **COMPANY** has delivered a fully executed copy of this Agreement to **FRANCHISEE**.

7. **Injunctive Relief.** Nothing in the Agreement is construed to mean that you are consenting to our obtaining injunctive relief. We may, however, seek injunctive relief. The court will determine if a bond is required.

**IN WITNESS WHEREOF**, the parties hereto have signed and delivered this Rider in 2 counterparts on the day and year first above written.

**COMPANY:**

**THE MELTING POT RESTAURANTS, INC.**  
a Florida corporation

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

**FRANCHISEE:**

\_\_\_\_\_  
If a corporation, limited liability  
company or partnership.

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

**TEXAS ADDENDUM  
THE MELTING POT RESTAURANTS, INC.  
FRANCHISE AGREEMENT**

**THIS FIRST AMENDMENT** (this “**Amendment**”) is effective as of \_\_\_\_\_ (the “**Effective Date**”), and modifies the Franchise Agreement dated \_\_\_\_\_ (the “**Agreement**”) between **THE MELTING POT RESTAURANTS, INC.** (the “**COMPANY**”) and \_\_\_\_\_, an individual whose principal address \_\_\_\_\_ (the “**FRANCHISEE**”). (The **COMPANY** and the **FRANCHISEE** are sometimes referred to collectively as the “**parties**” or singly as a “**party**”).

1. **INCORPORATION AND PRECEDENCE.** This Amendment is incorporated into the Agreement and supersedes any conflicting provisions in it. Capitalized terms not otherwise defined in this Amendment have the meanings as defined in the Agreement.

2. **APPROVED BRANDS/ALCOHOLIC BEVERAGES.** The parties hereby acknowledge and agree that the **COMPANY** does not intend to, and shall not exercise control over the storage, distribution, possession, transportation or sale of alcoholic beverages in violation of Section 109.53 of the Texas Alcoholic Beverage Code or any other provision of Texas law. Accordingly, notwithstanding anything to the contrary contained in Sections 10.D., 10.E. or any other provision of the Agreement, the **COMPANY** may not require that the **FRANCHISEE** stock or offer for sale any particular brand of alcoholic beverage in the Restaurant; provided, however, that the **COMPANY** may make non-binding suggestions to the **FRANCHISEE** as to which brands of alcoholic beverages meet the **COMPANY**’s specifications and quality standards.

3. **REMAINING PROVISIONS UNAFFECTED.** Those parts of the Agreement that are not expressly modified by this Amendment remain in full force and effect. This Amendment will not be binding on the **COMPANY** until it has been signed by one of the **COMPANY**’S duly authorized officers or managers.

Intending to be bound, the **FRANCHISEE** and the **COMPANY** sign and deliver this Amendment in \_\_\_\_\_ counterparts effective on the Effective Date, regardless of the actual date of signature.

**COMPANY:**

**FRANCHISEE:**

**THE MELTING POT RESTAURANTS, INC.**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**VIRGINIA RIDER TO  
THE MELTING POT RESTAURANTS, INC.  
FRANCHISE AGREEMENT**

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **THE MELTING POT RESTAURANTS, INC.** (the “**COMPANY**”), whose principal place of business is located at \_\_\_\_\_, and \_\_\_\_\_ (the “**FRANCHISEE**”), whose address is \_\_\_\_\_ (collectively, Company and Franchisee are referred to as the “**parties**” and individually sometimes referred to as a “**party**”) and amends the Franchise Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is incorporated into the Agreement and supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Initial Fees.** The following is added to Section 9.A of the Agreement: The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

3. 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.

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

“YOU”

“WE”

\_\_\_\_\_

**THE MELTING POT RESTAURANTS, INC.**

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

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

## **WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS**

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** 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.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgment. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. Nonsolicitation Agreements. 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.

16. Questionnaires and Acknowledgments. 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.

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. Initial Fees. The franchisor will defer collection of the initial franchise fee until the franchisor has fulfilled its initial pre-opening obligations to the franchisee and the franchisee is open for business. Please note that the initial fees for the purposes of the deferral include all initial franchise fees described in Item 5 of the Franchise Disclosure Document.

20. Franchisee's Obligations on Termination/Non-renewal. Notwithstanding anything in Section 16.A of the Franchise Agreement to the contrary, the parties agree that a reasonable estimate of COMPANY's damages is the net present value of the royalty and service fees and Brand Development Fund contributions that would have become due but for the termination (i) through the expiration of the term of the Franchise, or (ii) during the twenty-four (24) months following the termination of this Agreement, whichever is earlier.

21. Noncompetition Agreement. Notwithstanding anything to the contrary in Section 2(b) of the Noncompetition Agreement, the parties hereby agree that the definition of "Territory" be amended to provide that the applicable geographic restriction shall be reduced to from 30 miles to 25 miles.

Notwithstanding anything to the contrary in Section 16-F(2) of the Franchise Agreement, the parties hereby agree that the applicable geographic restriction shall be reduced from 30 miles to 25 miles.

The undersigned parties do hereby acknowledge receipt of this Addendum. Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Franchisor Representative

\_\_\_\_\_  
Signature of Franchisee Representative

\_\_\_\_\_  
Title of Franchisor Representative

\_\_\_\_\_  
Title of Franchisee Representative

EXHIBIT "M"  
TO THE DISCLOSURE DOCUMENT

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LIST OF CURRENT FRANCHISEES

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List of Current Franchisees  
Open and Operating as of the Issuance Date

ARIZONA

**AHWATUKEE**

Dan Arndt & Kelly Cooper  
3626 East Ray Road  
Phoenix, AZ 85044  
Tel: (480) 704-9206

**ARROWHEAD**

Dan Arndt & Kelly Cooper  
19420 N 59<sup>th</sup> Ave., Bld. B  
Scottsdale, AZ 85258  
Tel: (480) 874-4934

CALIFORNIA

**SACRAMENTO**

Joe & Julie Gibson  
814 15<sup>th</sup> Street  
Sacramento, CA 92612  
Tel: (916) 443-2347

**SAN DIEGO – Gas Lamp  
Quarter**

David Cohn & Leslie Cohn  
901 5<sup>th</sup> Ave  
San Diego, CA 92101  
Tel: (619) 234-5554

**THOUSAND OAKS**

Jerry White  
3685 E. Thousand Oaks Blvd.  
Thousand Oaks, CA 91632  
Tel: (805) 370-8802

COLORADO

**COLORADO SPRINGS**

Thomas Reiff, Chris Millsap, Jim  
Materese, Zach Hearon  
30-A East Pikes Peak Avenue  
Colorado Springs, CO 80903  
Tel: (719) 385-0300

**FORT COLLINS**

Mark Rosenthal & George  
Chaposky 334 East Mountain  
Avenue  
Ft. Collins, CO 80524  
Tel: (970) 207-0100

**LITTLETON**

Anthony Wheeler  
2707 W. Main St.  
Littleton, CO 80120  
Tel: (303) 794-5666

**LOUISVILLE**

Kyle Reed & Bill Schmearer  
732 Main St.  
Louisville, CO 80027  
Tel: (303) 666-7777

DELAWARE

**WILMINGTON**

Jeff Nichols

1601 Concord Pike, Ste 43-47  
Wilmington, DE 19803  
Tel: (302) 652-6358

FLORIDA

**BOCA RATON**

Bill Schmearer & Jere Cook  
5455 N. Federal Hwy, Ste A  
Boca Raton, FL 33487  
Tel: (561) 997-7472

**COOPER CITY**

Dave Lopate, Jere Cook,  
Bill Schmearer  
5834 S. Flamingo Road  
Cooper City, FL 33330  
Tel: (954) 880-0808

**CORAL SPRINGS**

Jere Cook, Bill Schmearer,  
David Lopate  
10374 W. Sample Rd.,  
Coral Springs, FL 33065  
Tel: (954) 755-6368

**DESTIN**

Mark & Becky Chapman  
11394 US Hwy 98 W #J  
Destin, FL 32550  
Tel: (850) 269-2227

**FT. MYERS**

Bill Schmearer & Ian Ruppel  
13251 McGregor Blvd.  
Ft. Myers, FL 33919  
Tel: (941) 481-1717

**JACKSONVILLE**

Michael Robie  
7860 Gate Parkway #101  
Jacksonville, FL 32256  
Tel: (904) 642-4900

**LONGWOOD**

Robert Frady & Dale Wallace  
1200 Douglas Avenue  
Longwood, FL 32779  
Tel: (407) 862-8773

**MELBOURNE**

Dave Chantrell, Dan Hawkins &  
Jason Chaddock 2230 Town  
Center Avenue, Suite 101  
Melbourne, FL 32940  
Tel: (321) 433-3040

**ORLANDO**

Mark Conway & Eric Deigan  
7549 W Sand Lake Rd.  
Orlando, FL 32819-5019  
Tel: (407) 903-1100

**PALM BEACH GARDENS**

Bill Schmearer & Jere Cook  
11811 US Highway 1  
#200-204  
North Palm Beach, FL 33408  
Tel: (561) 264-0020

**PENSACOLA**

Rob Arias, Tom Andersen & Levi  
Kay  
418 E. Garden Street, Suite 100  
Pensacola, FL 32501  
Tel: (850) 438-4030

**SARASOTA**

Mark Johnston, Ryan Johnston &  
Alan Wildstein  
1949 Ringling Blvd,  
Sarasota, FL 34236  
Tel: (941) 365-2628

**TALLAHASSEE**

Robbie Johnston & Ryan  
Johnston  
2727 N. Monroe St.  
Tallahassee, FL 32303  
Tel: (850) 386-7440

**TAMPA**

Mark T. Johnston  
13164 N. Dale Mabry Hwy.  
Tampa, FL 33618  
Tel: (813) 962-6936

GEORGIA

**ATLANTA MIDTOWN**

Layla Gunn  
754 Peachtree Street  
Atlanta, GA 30308  
Tel: (404) 389-0099

**DULUTH**

Layla Gunn  
3610 Satellite Blvd. NW  
Duluth, GA 30096  
Tel: (770) 623-1290/1291

**KENNESAW**

Layla Gunn  
2500 Cobb Place Lane  
Suite 800  
Kennesaw, GA 30144  
Tel: (770) 425-1411

**SAVANNAH, GA**

Rob Arias, Tom Andersen & Levi  
Kay  
232 E. Broughton St.  
Savannah, GA 31401  
Tel: (912) 349-5676

**ROSWELL**

Layla Gunn  
1055 Mansell Rd.

Roswell, GA 30076Tel: (770)  
518-4100

IDAHO  
**BOISE**

Kim & Hollis Silva  
200 N. 6<sup>th</sup> Street  
Boise, ID 83702  
Tel: (208) 343-8800

ILLINOIS

**DOWNER'S GROVE**

Mike Ruffalo & Erv Emery  
1205 Butterfield Rd., Ste A  
Downers Grove, IL 60515  
Tel: (630) 737-0810

**SCHAUMBURG**

Mike Ruffalo & Erv Emery  
255 West Golf Rd.  
Schaumburg, IL 60195  
Tel: (847) 843-8970

INDIANA

**INDIANAPOLIS**

Robert Arias & Mike Ronan  
5650 E 86<sup>th</sup> St., Ste. F  
Indianapolis, IN 46250  
Tel: (317) 841-3601

KENTUCKY

**LOUISVILLE**

Dave Chantrell  
2045 South Hurstbourne Pky.  
Louisville, KY 40220  
Tel: (502) 841-3601

MARYLAND

**ANNAPOLIS**

Kevin Mason  
2348 Solomons Island Road  
Annapolis, MD 21401  
Tel: (410) 266-8004

**GAITHERSBURG**

Barry Berkowitz  
9021 Gaither Road  
Gaithersburg, MD 20877  
Tel: (301) 231-8220

**TOWSON**

John Fox  
418-420 York Rd.  
Towson, MD 21204  
Tel: (410) 821-6358

MASSACHUSETTS

**BEDFORD/BURLINGTON**

Brian Skedd  
213 Burlington Road  
Bedford, MA 01730  
Tel: (781) 791-0529

MICHIGAN

**GRAND RAPIDS**

Dave Chantrell, Dan Hawkins &  
Chelsie Thomas 2090 Celebration  
Dr., Ste 130  
Grand Rapids, MI 49525  
Tel: (616) 365-0055

**TROY**

Aaron Van De Mark  
888 West Big Beaver Road,  
Suite 199  
Troy, MI 48084  
Tel: (248) 362-2221

MINNESOTA

**MINNEAPOLIS**

Attn: Matt Zurcher  
824 Marquette Avenue  
Minneapolis, MN 55402  
Tel: (612) 338-9900

MISSOURI

**KANSAS CITY**

Jim Materese & Chris Milsap  
450 Ward Parkway  
Kansas City, MO 64112  
Tel: (816) 931-6358

**TOWN & COUNTRY**

Attn: Matt Zurcher  
294 Lamp & Lantern Village  
Town & Country, MO 63017  
Tel: (636) 207-6358

NEW JERSEY

**MAPLE SHADE**

Charles LaRosa  
584 Rt. 38 East  
Maple Shade, NJ 08052  
856-793-7033

**RED BANK**

Attn: Matt Zurcher  
2 Bridge Avenue  
Suite 612  
Red Bank, NJ 07701  
Tel: (732) 475-9222

NEW MEXICO

**ALBUQUERQUE**

Chris Zalesiak  
2201 Uptown Loop Rd., NE  
ALB, NE 87110  
Tel: (505) 843-6358

NEW YORK

**BUFFALO**

Jim & Virginia Materese  
One Walden Galleria  
Suite TH119  
Buffalo, NY 14225  
Tel: (716) 685-6358

**LONG ISLAND**

Attn: Matt Zurcher  
2377 Broad Hollow Road  
Farmingdale, NY 117535  
Tel: (631) 752-4242

**WHITE PLAINS**

Tony Kemna  
30 Mamaroneck Avenue  
White Plains, NY 10601  
Tel: (914) 993-6358

NORTH CAROLINA

**CHARLOTTE**

Todd Dennis & Brian Neel  
901 S. Kings Dr., Ste. 140-B  
Charlotte, NC 28204  
Tel: (704) 334-4400

**CHARLOTTE-LAKE  
NORMAN**

Todd Dennis & Brian Neel  
16625 Statesville Rd.  
Huntersville, NC 28078  
Tel: (704) 987-2201

**RALEIGH**

Mike Daley & Pat Daley  
3100 Wake Forest Rd.  
Raleigh, NC 27609  
Tel: (919) 878-0477

**WILMINGTON, NC**

Jason Shea & Chad Miller  
885 Town Center Dr.  
Wilmington, NC 28405  
Tel: (910) 256-1187

OHIO

**CINCINNATI**

Chris Millsap & Zach Hearon  
11023 Montgomery Rd.  
Cincinnati, OH 45249  
Tel: (513) 530-5501

**COLUMBUS**

Keith Dunn &, George Chaposky  
4014 Townsfair Way #1-001  
Columbus, OH 43219  
Tel: (614) 476-5500

**DAYTON**

Mike Ronan, Rob Arias & Tom  
Andersen  
453 Miamisburg Centerville Rd.  
Dayton, OH 45459  
Tel: (937) 567-8888

**LYNDHURST**

Dave Chantrell  
24741 Cedar Road  
Lyndhurst, OH 44124  
Tel: (216) 381-2700

OKLAHOMA

**OKLAHOMA CITY**

Mark & Becky Chapman  
4 Sheridan Avenue  
Oklahoma City, OK 73101  
Tel (405) 235-1000

**TULSA**

Mark & Becky Chapman  
300 Riverwalk Terrace  
Suite 190  
Jenks, OK 74037  
Tel: (918) 299-8000

OREGON

**PORTLAND**

Hebron Sher & Sunny  
Valambhia1001 SW Fifth  
Avenue

Portland, OR 97204  
Tel: (503) 517-8960

PENNSYLVANIA  
**BETHLEHEM**

Bill Piercey, Brian Neel & Mark Rosenthal  
1 East Broad St., Ste 100  
Bethlehem, PA 18018  
Tel: (484) 241-4939

**HARRISBURG**

Brian Sikorski  
33560 Paxton St.  
Harrisburg, PA 17111  
Tel: (717) 564-6358

**KING OF PRUSSIA**

Barry Berkowitz, Jeff Nichols  
Brian Neel, Charlie LaRosa  
150 Allendale Road  
King of Prussia, PA 19406  
Tel: (610) 265-7195

**PITTSBURGH**

Chris Milsap & Jim Matarese  
125 W. Station Square Drive  
Pittsburgh, PA 15219  
Tel: (412) 261-3477

SOUTH CAROLINA

**COLUMBIA**

Jay & Elizabeth Kilmartin  
1410 Colonial Life Blvd.  
Columbia, SC 29210  
Tel: (803) 731-8500

**GREENVILLE**

Jay & Elizabeth Kilmartin  
475-5 Haywood Road  
Greenville, SC 29607  
Tel: (864) 297-5035

**MYRTLE BEACH**

Keith & Ginger Dunn  
5001 N. Kings Hwy. Ste. 104  
Myrtle Beach, SC 29577  
Tel: (843) 692-9003

TENNESSEE

**GATLINBURG**

Brent Collier, Lori Collier & Jessica Collier-Masey  
959 Parkway #2  
Gatlinburg, TN 37738

**KNOXVILLE**

John Gillpatrick  
111 N. Central Avenue  
Knoxville, TN 37902  
Tel: (865) 971-5400

TEXAS

**ADDISON**

Jerry White & Liz Beddow  
4900 Beltline Road  
Suite 200

Dallas, TX 75254  
Tel: (972) 239-6358

**ARLINGTON**

Hebron Sher and  
Sunny Valambhia  
4000 Five Points Road, #119  
Arlington, TX 76018  
Tel: (817) 469-1444

**AUSTIN**

Mike & Kelly Swartz  
13343 US Hwy 183 N, Suite 350  
Austin, TX 78750  
Tel: (512) 401-2424

**EL PASO**

Arturo Alluin  
8889 Gateway Blvd., Ste. 2320  
El Paso, TX 79925  
Tel: (915) 255-9261

**HOUSTON**

Mark Rosenthal, Bill Schmeerer  
& Brian Neel  
6100 Westheimer, Ste. 146  
Houston, TX 77057  
Tel: (713) 532-5011

**SAN ANTONIO**

Denise Foust & Cory Foust  
14855 Blanco Road, #110  
San Antonio, TX 78216  
Tel: (210) 479-6358

UTAH

**SALT LAKE CITY**

Dirk Astle  
340 S. Main  
Salt Lake City, UT 84101  
Tel: (801) 521-6358

VIRGINIA

**ARLINGTON**

Barry Berkowitz  
1110 N. Glebe Road  
Arlington, VA 22201  
Tel: (703) 243-4490

**Charlottesville**

Derek Bond  
501 East Water Street  
Charlottesville, VA 22902  
Tel (434) 244-3463

**FREDERICKSBURG**

Murphy Tan & William Lovo  
1618 Carl D Silver Parkway  
Fredericksburg, MD 22401  
Tel: (540) 785-9690

**PENINSULA**

Jason Shea & Chad Hornik  
12233 Jefferson Ave. Suite 3  
Newport News, VA 23602  
Tel: (410) 619-2700

**RESTON**

Barry Berkowitz  
11730 Plaza America Dr.  
Reston, VA 20190  
Tel: (703) 435-1277

**RICHMOND**

Dave Chantrell  
9704 Gayton Rd.  
Richmond, VA 23233  
Tel: (804) 741-3120

**VIRGINIA BEACH**

Andrew Holder  
1564 Laskin Road, #182  
Virginia Beach, VA 23451  
Tel: (757) 425-3463

WASHINGTON

**BELLEVUE**

Lane Scelzi  
308 108<sup>th</sup> Avenue NE  
Bellevue, WA 98004  
Tel: (425) 646-2744

**SPOKANE**

Kim & Hollis Silva  
707 W. Main Ave. – Suite C-1  
Spokane, WA 99201  
Tel: (509) 926-8000

**TACOMA**

Lane Scelzi  
2121 Pacific Avenue  
Tacoma, WA 98402  
Tel: (253) 535-3939

WISCONSIN

**APPLETON**

John & Jay Supple  
2295 W. College Avenue  
Appleton, WI 54914  
Tel: (920) 739-3533

**BROOKFIELD**

Rob Arias & Mike Ronan  
19850 Bluemound Road  
Brookfield, WI 53045  
Tel: (262) 641-9495

**MADISON**

Rob Arias & Mike Ronan  
6816 Odana Road  
Madison, WI 53719  
Tel: (608) 833-5676

\*Some or all of the shareholders, directors and officers of these franchisees are also shareholders, directors and officers of ours.

*This list contains U.S. franchisees only.*

List of Current Franchisees

Not Yet Open as of the Issuance Date

ARKANSAS

**ROGERS**

Have Taste Equities, LLC  
Candice Bright, Chad Hickerson  
and Diana Bonnett  
(415) 218-6002

CONNECTICUT

**NEW HAVEN, CT**

Best Life Restaurants, Inc.  
Jonathan and Daina Reeve  
(203) 414-7939

NEVADA

**RENO**

Bruce Witmer  
(775) 560-7252

NEW YORK

**SYRACUSE**

Anthony Wheeler, Bill  
Schmearer, Chris Milburn, Ian  
Ruppel, Tony Kemna, Jessica  
Arcand, Tina Kinne Cole  
(239) 410-0757

TENNESSEE

**NASHVILLE**

Rosey's, Inc.  
Mark Rosenthal, Brian Neel,  
Demetrius Kelley, Bill Piercey  
(615) 218-0235

TEXAS

**ALLEN**

Greene Do Fondue, LLC  
Dan & Tracie Greene  
(972) 877-6658

WASHINGTON

**LYNWOOD**

Lane Scelzi  
(206) 851-5335

EXHIBIT "N"  
TO THE DISCLOSURE DOCUMENT

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FRANCHISEES WHO HAVE LEFT THE SYSTEM

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**FRANCHISEES WHO HAVE LEFT THE SYSTEM**

The following is a list of franchisee associates whose Franchise Agreements have either been terminated, cancelled, not renewed or who otherwise have left the system during the 12-month period ending March 31, 2025 or who have not communicated with us within 10 weeks of the issuance date of this disclosure document:

<b>California</b>	Larkspur* Anish Bajaj (925) 330-0590  Gulshan Bajaj (925) 367-4686	Termination
<b>Florida</b>	Miami** Bill Schmearer & Mike Ruffolo (305) 279-8816	
<b>Georgia</b>	Savannah Jason Stravinski (912) 656-3752	Transfer
<b>Minnesota</b>	Minneapolis Mike Stead (651) 285-9121  Camille Saleh (513) 616-2453  Jamal Taha (513) 807-8242	Transfer
<b>New Jersey</b>	Westwood Will & Carol Layfield (201) 446-2821  James Layfield (201) 965-1221	Termination
<b>North Carolina</b>	Durham** Mike Daley & Pat Daley (919) 878-0477	Closure
<b>Pennsylvania</b>	Bethlehem Jenny O’Leary***	Transfer

Notes: \*Larkspur never opened.  
 \*\*Denotes multi-unit franchisees who closed an outlet but are still in the system.  
 \*\*\*Ms. O’Leary is deceased.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

**This list contains U.S. franchisees only.**

EXHIBIT "O"  
TO THE DISCLOSURE DOCUMENT

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FRANCHISE COMPLIANCE CERTIFICATION

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The Franchise Compliance Certificate is not applicable in the following states: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

**FRANCHISE COMPLIANCE CERTIFICATION**

Do not complete or sign the Compliance Certification page if you are a resident of Maryland and Washington or the business is to be operating in Maryland and Washington.

The purpose of this Certification is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate or misleading. Do not sign or date this Certification the same day as the Receipt for the Franchise Disclosure Document; you should sign and date this Certification the same day you sign the Franchise Agreement and/or Area Development Agreement. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Have you received and personally reviewed our Franchise Agreement, and each Addendum (if any) and related agreement (i.e., personal guaranty) attached to them?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Did you receive the Franchise Agreement , and each related agreement, containing all material terms, at least 7 days before signing any binding agreement (other than any deposit agreement) with us or an affiliate?\*

Yes \_\_\_\_\_ No \_\_\_\_\_

\* This does not include changes to any agreement mutually agreed upon.

3. Do you understand all of the information contained in the Franchise Agreement, and each Addendum (if any) and related agreement provided to you?

Yes \_\_\_\_\_ No \_\_\_\_\_

If No, what parts of the Franchise Agreement , Addendum (if any) and/or related agreements do you not understand? (Attach additional pages, if necessary.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Have you received and personally reviewed our Franchise Disclosure Document (“FDD”) that was provided to you?

Yes \_\_\_\_\_ No \_\_\_\_\_

5. Did you receive the FDD at least 14 days before signing the Franchise Agreement , this document or any related agreement, or before paying any funds to us or an affiliate?

Yes \_\_\_\_\_ No \_\_\_\_\_

6. Did you sign a receipt for the FDD indicating the date you received it?

Yes \_\_\_\_\_ No \_\_\_\_\_

7. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

If No, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, if necessary.)

\_\_\_\_\_  
\_\_\_\_\_

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8. Do you acknowledge and understand that no parent or affiliate of ours promises to back us financially or otherwise guarantees our performance or commits to perform post-sale obligations for us?

Yes \_\_\_\_\_ No \_\_\_\_\_

9. Have you discussed the benefits and risks of purchasing a MELTING POT® Restaurant franchise with an attorney, accountant or other professional advisor?

Yes \_\_\_\_\_ No \_\_\_\_\_

If No, do you wish to have more time to do so?

Yes \_\_\_\_\_ No \_\_\_\_\_

10. Do you understand that the success or failure of your MELTING POT® Restaurant franchise will depend in large part upon your skills and abilities, competition from other businesses, and other economic and business factors?

Yes \_\_\_\_\_ No \_\_\_\_\_

11. Has any employee or other person speaking on our behalf made any statement or promise concerning the actual or possible revenues or profits of a MELTING POT® Restaurant franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

12. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a MELTING POT® Restaurant franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

13. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a MELTING POT® Restaurant franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

14. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

15. If you have answered "Yes" to any one of questions 11-14, please provide a full explanation of each "Yes" answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

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16. Do you understand that the Franchise Agreement, Addendum (if any) and related agreements contain the entire agreement between you and us concerning MELTING POT® Restaurant franchise, meaning that any prior oral or written statements not set out in the Franchise Agreement, Addendum (if any) or related agreements will not be binding?\*

Yes \_\_\_\_\_ No \_\_\_\_\_

Nothing in this document or any related agreement is intended to disclaim the representations we made in the FDD that we furnished to you.

17. Do you understand that, except as provided in the FDD, nothing stated or promised by us that is not specifically set forth in the Franchise Agreement, Addendum (if any) and related agreements can be relied upon?

Yes \_\_\_\_\_ No \_\_\_\_\_

18. You signed the Franchise Agreement, and Addendum (if any) and related agreements on \_\_\_\_\_, 202\_\_, and acknowledge that no agreement or addendum is effective until signed and dated by us.

YOU UNDERSTAND THAT YOUR RESPONSES TO THESE QUESTIONS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS COMPLIANCE CERTIFICATION, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

The individuals signing below for the “Franchisee Applicant” constitute all of the executive officers, partners, shareholders, investors and/or principals of the Franchisee Applicant, or constitute the duly authorized representatives or agents of the foregoing.

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.

FRANCHISEE APPLICANT:

Date \_\_\_\_\_, 202\_\_  
Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Date \_\_\_\_\_, 202\_\_  
Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Date \_\_\_\_\_, 202\_\_  
Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Date \_\_\_\_\_, 202\_\_  
Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

## STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is 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:

State	Effective Date
California	August 28, 2025
Illinois	September 12, 2025
Indiana	June 15, 2025
Maryland	August 7, 2025
Michigan	August 12, 2025
Minnesota	July 2, 2025
New York	October 24, 2025
Rhode Island	June 9, 2025
South Dakota	June 16, 2025
Virginia	July 21, 2025
Washington	June 23, 2025
Wisconsin	June 17, 2025

Other states may require registration, filing, or exemption of franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**RECEIPT**

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

If The Melting Pot Restaurants, Inc. 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 any applicable state agency as listed on Exhibit "J."

The name, principal business address, and telephone number of the franchise seller(s) offering the franchise is/are:

Name	Principal Business Address	Telephone Number
<input type="checkbox"/> Bob Johnston	7886 Woodland Center Blvd., Tampa, FL 33614	813-881-0055
<input type="checkbox"/> Collin Benyo	7886 Woodland Center Blvd., Tampa, FL 33614	813-881-0055
<input type="checkbox"/> Dan Stone	7886 Woodland Center Blvd., Tampa, FL 33614	813-881-0055
<input type="checkbox"/> John Crawford	7886 Woodland Center Blvd., Tampa, FL 33614	813-881-0055

Issuance Date: June 13, 2025, as amended March 31, 2026.

I received a disclosure document dated June 13, 2025, as amended March 31, 2026. (See the state effective date summary page for state effective dates.) The disclosure document included the following Exhibits:

- Exhibit "A" Financial Statements
- Exhibit "B" Form of Franchise Agreement
- Exhibit "C" Form of Successor Franchise Addendum to Franchise Agreement (Renewal)
- Exhibit "D" Form of Conditional Assignment of Telephone and Digital IP
- Exhibit "E" Form of Collateral Assignment and Assumption of Lease
- Exhibit "E-1" Form of Rights of Franchisor Rider to Lease
- Exhibit "E-2" Signage Standards
- Exhibit "F" Manuals Tables of Contents
- Exhibit "G-1" Form of Personal Guaranty of Owner/Shareholder
- Exhibit "G-2" Form of Principal Owner's Statement
- Exhibit "H-1" Form of Noncompete Agreement
- Exhibit "H-2" Form of Confidentiality, Non-Solicitation and Assignment of Inventions Agreement
- Exhibit "I" Form of Franchisee Operating Agreement
- Exhibit "J" List of State Agencies and Agents for Service of Process
- Exhibit "K" State Specific Addenda to Franchise Disclosure Document
- Exhibit "L" State Specific Riders to Agreements
- Exhibit "M" List of Current Franchisees
- Exhibit "N" Franchisees Who Have Left the System
- Exhibit "O" Franchise Compliance Certification

Dated: \_\_\_\_\_

\_\_\_\_\_   
 Individually and as an Officer

\_\_\_\_\_   
 Printed Name

of \_\_\_\_\_   
 (a \_\_\_\_\_ Corporation)   
 (a \_\_\_\_\_ Partnership)   
 (a \_\_\_\_\_ Limited Liability Company)

**[Keep this page for your records]**

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- Exhibit "O" Franchise Compliance Certification

Dated: \_\_\_\_\_

\_\_\_\_\_   
 Individually and as an Officer

\_\_\_\_\_   
 Printed Name   
 of \_\_\_\_\_   
 (a \_\_\_\_\_ Corporation)   
 (a \_\_\_\_\_ Partnership)   
 (a \_\_\_\_\_ Limited Liability Company)

**[Sign and return this page]**