

## FRANCHISE DISCLOSURE DOCUMENT



### BEYOND FRANCHISE GROUP LLC

a Delaware limited liability company  
220 Technology Drive, Suite 120  
Irvine, CA 92618  
949-398-7338  
franchise.info@Pokeworks.com  
www.Pokeworks.com

We offer franchises to operate a fast casual restaurant selling Hawaiian poké made using high-quality, sustainably sourced fish, related menu items, sushi dishes, and other items. We also offer Multiple Unit Development Agreements for franchising multiple restaurants in a defined market.

The total investment necessary to begin operation of a Pokeworks franchised restaurant ranges from \$270,435 to \$599,661. This includes initial fees of \$40,000 that must be paid to the franchisor or its affiliates. If you enter into a Multiple Unit Development Agreement, you must commit to develop at least three (3) restaurants for which the total investment necessary ranges from ~~\$811,305~~\$1,182,844 to ~~\$1,798,983~~\$1,837,467. This includes initial fees ranging between \$114,000 and \$127,500 (representing \$40,000 for the first restaurant, \$35,000 for the second restaurant and \$30,000 for the third restaurant and includes \$9,000 to \$22,500 for training expenses) that must be paid to the franchisor or its affiliates. The initial fee for each additional restaurant you commit to develop is \$30,000.

The disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully. You must receive this disclosure document at least 14 days before you sign a binding agreement or make any payment in connection with the 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 our home office at 220 Technology Dr. #120, Irvine, California 92618, (949) 398-7339.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. Information comparing franchisors is available. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” is available from the FTC. 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 your public library for sources of information.

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

Issuance Date: April 10, 2026

## Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The Franchise Agreement and Multiple Unit Development Agreement requires you to resolve disputes with us by arbitration only in Los Angeles, California. Out-of-state arbitration may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate with us in Los Angeles, California than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **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.
4. | **Inventory/Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" to see whether your state requires other risks to be highlighted.

Type of Fee(1)	Amount	Due Date	Remarks
			<p>expect to incur over the next 12 months to supply the Technology and any Technology Upgrades (as such terms are defined in the Franchise Agreement) that we provide to you, other franchisees and our and our affiliate-owned Pokeworks Restaurants, divided by (2) the number of open and operating franchised and company and affiliate owned Pokeworks Restaurants at the time we implement the adjustment.</p> <p><u>See</u> ITEM 11 for a summary of what the Technology Fee covers.</p>
Costs of Enforcement or Defense	All costs, including reasonable accounting and legal fees.	Upon settlement or conclusion of claim or action.	You must reimburse us for all costs we incur in enforcing our obligations under the Franchise Agreement if we prevail.
Indemnification	Varies	As incurred.	You must pay the costs to defend and resolve claims and suits against us at your cost involving or resulting from your Pokeworks Restaurant.
Liquidated Damages	<u>The amount of (i) 24 (or <del>the</del> such lesser number of full months then remaining in the term),</u>	10 days after Franchise Agreement termination	Payable if the Franchise Agreement terminates before the expiration of the term

Type of Fee(1)	Amount	Due Date	Remarks
	<p>multiplied by <del>your</del> <u>Average Monthly</u> (ii) <u>the average monthly</u> Royalty Fees and Marketing Fund Contributions <del>for</del> <u>paid during</u> the 12 <u>full</u> months preceding termination</p>		and after commencement of operations.
Advertising Cooperative	Up to 2.0% of Gross Sales on Advertising Cooperative Contributions		<p>If an advertising cooperative is formed in your market. See Item 11.</p> <p>Advertising Cooperative contributions will be credited toward your 2% of Gross Revenues Local Marketing obligation.</p>
Non-Compliance Fees (6)	<p>Administrative Violations - \$500 for first violation; \$350 for each additional violation;</p> <p>Training Violations - \$1,500;</p> <p>Operating Violations - \$350 for first violation, \$600 for second violation; \$1,500 for each additional violation that occur in a calendar year</p>	Paid within 10 days of receipt of notice from us of a violation of the Franchise Agreement	<p>We set the fee structure and circumstances in the Operations Manual for (i) Administrative Violations - Failure to meet a deadline for delivery of required documentation or proof of compliance such as the signed lease for the Franchised Restaurant;</p> <p>(ii) Training Violations - failure of Designated Manager or others to attend or complete mandatory information and training sessions;</p> <p>(iii) Operating Violations - failure to operate the Franchised Restaurant</p>

- (12) Insurance. A 20% down payment of the annual premium for general business insurance and workers' compensation insurance is included in the low-end estimate, while the expense of the full annual premium is included in the high estimate.
- (13) Computer, POS, ERP Systems. These costs relate to the purchase of specified computer hardware and software for your point-of-sale ("POS") system, the personal computer you must use in the operation of your Pokeworks Restaurant, and your ERP platform for accounting and operations. You must pay an estimated \$650 for a technician to install the POS system. The standards and specifications are set forth in the Operations Manual. Beginning January 1, 2027, you also will be required to purchase, implement, maintain, and use Restaurant365 ("R365"), or such successor enterprise resource planning ("ERP") platform as we may designate, for accounting and operational management. We currently estimate that the one-time implementation fee for R365 will be \$700 for your first location and \$300 for each additional location, and that the recurring subscription fee for R365 will be up to \$375 per month. These estimates do not include bookkeeping services or other third-party fees that may apply.
- (14) Employee Wages. Employee wages comprise a significant component of the costs of operating a franchise outlet and are influenced by factors such as the amount of time invested in a franchise outlet by the franchisee, the level of sales at the Pokeworks Restaurant, the number of hours a franchised business is open, and the average number of staff required and market rates for labor in your area. We have not included the cost of payroll and other taxes in this estimate.
- (15) Additional Funds (First Three Months): This is the amount of additional funding that we estimate you may need at and after store opening to cover various expenses during your first three (3) months of operation. The amount you will need varies depending upon your circumstances and financing requirements imposed by your bank. The range is based on anticipated working capital required for the first three (3) months including such items as food and beverage costs, supplies, utilities, ordinary maintenance and other operating expenses. ~~Because this range is only an estimate, you should consult with your independent advisors to develop your own business plan that includes a cash flow chart in order to ensure that you have the amount necessary to cover any cash short fall in the initial months of operation.~~ In compiling these estimates, we relied on the experience of certain officers of Pokeworks in the restaurant industry, which includes experience with other concepts and the development of our parent's company-owned restaurants. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.
- (16) Training Expenses: Two (2) individuals including the Designated Manager and an Operating Partner are required to participate in our initial Training Program without paying any tuition or fee. You will be responsible for any and all travel and living expenses incurred in connection with attending the Training Program as well as compensation, benefits, insurance and other payroll related expenses of the person(s) receiving or undergoing training. If any additional personnel are to be trained, a fee of \$750 per additional week, per individual will be payable at the start of training.

Type of expenditure	Amount	Method of payment	When due	To Whom Payment is to be made
Deposit (4)	\$60,000			
Furnishings (5) & Fixtures (6)	\$9,330 to \$50,484	As incurred	Beginning of construction project	Contractors or Suppliers
Equipment (7)	\$217,434 to \$223,176	As incurred	Beginning of construction project	Suppliers
Business Licenses and Permits (8)	\$3,000 to \$12,000	As incurred	As incurred	Local Government Agencies
Inventory (9)	\$15,000 to \$30,000	As incurred	After health permit(s) have been issued	Food Vendors
Signs (10)	\$29,340 to \$44,958	As incurred	Beginning of construction project	Supplier
Pre-Opening Marketing (11)	\$22,500	As incurred	One month before opening	PR Firms and Local Marketing Companies
Insurance (12)	\$1,500 to \$9,000	As incurred	Upon acquiring space	Third parties and/or vendors
Computer, POS, ERP Systems (13)	\$17,640 to \$26,349	As incurred	As per supplier agreement signed	Suppliers
Employee Wages (14)	\$45,000	As incurred	From beginning of construction project until opening of restaurant	Employees
Legal and Accounting Fees	\$6,000 to \$15,000	As incurred	As incurred	Legal and Accounting Professionals
Additional Funds – First 3 Months (15)	\$75,000 to \$150,000	As incurred	Varied times	Suppliers
Training Expenses (16)	\$9,000 to \$22,500	As incurred	As incurred	Third Parties
<b>Total (18)</b>	<del>\$811,305</del> <del>44 to</del> <del>\$1,798,983</del> <del>1,837,467</del>			

depending upon your circumstances and financing requirements imposed by your bank. The range is based on anticipated working capital required for the first three (3) months including such items as food and beverage costs, supplies, utilities, ordinary maintenance and other operating expenses. ~~Because this range is only an estimate, you should consult with your independent advisors to develop your own business plan that includes a cash flow chart in order to ensure that you have the amount necessary to cover any cash short fall in the initial months of operation.~~ In compiling these estimates, we relied on the experience of certain officers of Pokeworks in the quick service restaurant business industry, which includes experience with other concepts and the development of our parent's company-owned restaurants. This is only an estimate of your initial investment and is based on our estimate of nationwide costs and market conditions prevailing as of the date of this Franchise Disclosure Document. You should review these figures carefully with a business advisor before making any decision to purchase the franchise ~~and to determine whether you may be able to achieve any economies of scale relating to opening and operating multiple restaurants.~~ Neither we nor BRG or any Affiliate offer, either directly or indirectly, any financing arrangements to you. We are unable to estimate whether you will be able to obtain financing for any or all of your investment and, if so, the terms of such financing (See ITEM 10).

- (16) Training Expenses: Two (2) individuals including the Designated Manager and an Operating Partner are required to participate in our initial Training Program without paying any tuition or fee. You shall be responsible for any and all travel and living expenses incurred in connection with attending the Training Program as well as wages or salaries if any, of the person(s) receiving or undergoing testing. If any additional personnel are to be trained, a fee of \$750 per additional week, per individual will be charged.
- (17) Area Development Opportunity. If you commit to purchasing three Pokeworks Restaurants, in addition to paying the full Initial Franchise Fee for the first Pokeworks Restaurant, you will also pay, at the time you sign the Multiple Unit Development Agreement, fifty percent (50%) of the Initial Franchise Fees for all subsequent Pokeworks Restaurants you commit to develop, which is fully earned at the time it is paid and is non-refundable even if you fail to open any of the subsequent Pokeworks Restaurants. At the time you execute the Franchise Agreement for each subsequent Pokeworks Restaurant, you will also be required to pay the remaining portion of the corresponding Initial Franchise Fee for that particular Pokeworks Restaurant, which is fully earned by us upon payment and is non-refundable.

## ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

### Product Purchases

In order to maintain our standards of consistent and high quality Pokeworks Products and uniformity in Pokeworks Restaurants, you must purchase all products and services required for the operation of your Franchised Restaurant from suppliers that we have identified and approved as meeting all of our specifications and standards or from us directly. We will give to you and you must comply with our standards and specifications for the services and products offered at your Pokeworks Restaurant regarding food and beverages, menu, food type and quality, dry goods, sauces, raw ingredients, packaging material, promotional items, uniforms, smallwares, computer software and

hardware, payroll services, facility services (for example, mats, mops and towels), telephone equipment, services, furnishings, fixtures, and equipment used in connection with operating your Pokeworks Restaurant, leasehold improvements, food preparation and storage, supplies, recipes, materials, forms, and other Pokeworks Products sold or used through a Pokeworks Restaurant. We reserve the right to change the standards and specifications from time to time on written notice to you or as may be specified by the Operations Manual. We do not provide material benefits to franchisees based on their purchase of particular products or services. None of our officers owns an interest in any of our suppliers. Neither we nor any of our Affiliates, other than BRG, is currently an approved supplier of any Pokeworks Products or services sold or used through a Pokeworks Restaurant but we reserve the right to do so in the future, including the right to be a sole supplier of a Pokeworks Product or service. While BRG is an approved supplier, BRG does not currently provide any products or services sold or used through a Pokeworks Restaurant and is not the sole approved supplier for any of the foregoing categories.

In addition to the supplier rebates and sponsorships described below, in 2025, our affiliate, Beyond Restaurant Group, LLC (“BRG”), received \$1,511 from direct purchases by franchisees, which represented approximately 0.03% of BFG’s audited revenue of \$4,684,153 for the fiscal year ended December 28, 2025.

As of the end of our most recently completed fiscal year, you must purchase and use in your Pokeworks Restaurant five proprietary sauces from our approved vendor, currently Sysco. In 2025, our approved sauce manufacturer, Butterfield Foods, paid commissions of \$83,285 to BRG. As of the most recently completed fiscal year, you must use our approved vendor, Clayton Kendall, for uniforms and other printing materials. In 2025, Clayton Kendall paid rebates of \$4,213 to BRG. You must also purchase certain food items from Sysco. In 2025, Sysco paid BRG rebates of \$28,869. As of the most recently completed fiscal year, you must use our approved vendor, Clark National Accounts, for certain kitchen equipment and supplies. In 2025, Clark National Accounts did not make rebate payments to BRG. Beginning in January 1, 2027, franchisees will be required to purchase and use Restaurant365 (“R365”) as the required enterprise resource planning (“ERP”) software platform for accounting and operations. BRG will not receive any rebates from R365 in connection with franchisees’ required use of R365.

In 2025, BRG received approximately \$116,500 in sponsorship and promotional contributions from certain approved suppliers and prospective suppliers in connection with our franchise conference. These amounts were used to help offset conference-related costs and expenses; however, total conference expenses exceeded the sponsorship amounts received.

We do not currently derive any other revenue from franchisee purchases or leases but you acknowledge that in the future we, BRG, or another current or future Affiliate may receive a rebate, royalty, or commission in connection with such purchases or leases and that the benefit of such rebate, royalty, or commission may not necessarily be passed onto you and that we and/or BRG and/or our current or future Affiliates are entitled to keep such rebates, royalties, or commissions for our own use and benefit. As of the most recently completed fiscal year, we anticipate doing so in connection with various food products, such as sauces, and pieces of equipment.

We, BRG, or a current or future Affiliate in your geographic area may derive a profit from the design and construction of the Franchised Restaurant or as a result of tenant inducements or tenant

Obligation	Section in Multiple Unit Development Agreement	Disclosure Document Item
remodeling requirements		
n. Insurance	Not applicable	ITEM 6, ITEM 7 and ITEM 8
o. Advertising	Not applicable	ITEM 6 and ITEM 11
p. Indemnification	Section XIV	ITEM 6, ITEM 13 & ITEM 14
q. Owner's participation/ management/ staffing	Section I.D.	ITEM 11 and ITEM 15
r. Records and reports	Section XIII	ITEM 17
s. Inspections and audits	Not applicable	ITEM 6 and ITEM 11
t. Transfer	Section VIII	ITEM 6 and ITEM 17
u. Renewal	Section II	ITEM 6 ITEM 17
v. Post-termination obligations	Sections VII and XI	ITEM 17
w. Non-competition covenants	Section XI	ITEM 17
x. Dispute resolution	Section XXI	ITEM 17

**ITEM 10  
FINANCING**

We do not offer direct or indirect financing. We do not guarantee your notes, leases or other obligations.

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

**Except as listed below, Pokeworks is not required to provide you with any assistance.**

**Pre-Opening Assistance**

1. Site Selection and Designation of Franchise Territory or Multiple Unit Territory: We will assist you in selecting a site for your Pokeworks Restaurant that is approved by us and designate your Franchise Territory (See Section 1.1 and **Schedules A and B** of the Franchise Agreement). Factors we use in reviewing a potential site include neighborhood demographics, including day and night time population density, vehicle and foot traffic flow and patterns, sales activity of neighboring business tenants, proximity to schools and businesses, traffic patterns, condition and size of premises, lease terms, parking and ease of access to the site. If a site cannot be agreed upon by you and us within 180 days from the date you sign the Franchise Agreement, the Franchise Agreement could be terminated by us. If you are a Multiple Unit Developer, we will assist you with the selection and designation of your Multiple Unit Territory. (See Section I.A and **Attachment A** of the Multiple Unit Development Agreement).

## **ITEM 18 PUBLIC FIGURES**

We may have arrangements with local and national chefs who appears on various culinary oriented television shows, in which they are compensated for endorsements and for their consulting arrangements with us regarding culinary development, consumer and franchise marketing and store openings and management. Such chefs are not investors in BRG, us or any Affiliate, and they do not participate in management of our business or any Affiliate's business.

## **ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to disclose 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 performance at a particular location or under particular circumstances.

### **2025 Historical Financial Performance Of Certain Company-Operated and Franchised Pokeworks Restaurants**

As of December 28, 2025, there were a total of 59 franchised Pokeworks Restaurants. Of these, 52 Franchised Restaurants were open and operating from January 2025 to December 2025. [There were 7 Restaurants excluded from the tables below, which includes 2 at non-traditional locations and 5 stores that were not open for the full 12 months of 2025.](#)

The tables below show the performance of the open Company-owned and Franchised Restaurants for comparable periods in 2025. The tables are organized to show the time periods and number of Pokeworks Restaurants that were open and operating.

The performance information does not present franchise fees, selling, general and administrative expenses, occupancy costs such as utilities and rent, taxes, insurance, and other expenses. Net profit is not presented.

Table 1 includes the data for the six (6) Company-owned Pokeworks Restaurants open and operating generally according to standard procedures for 12 full months of 2025. The Company-owned Pokeworks Restaurants had average gross sales of \$1,391,931 during that period. Of these Company-owned Restaurants, two (2) Company-owned Restaurant (or 33.33%) met or exceeded the average gross sales set forth in Table 1 for January to December 2025.

Table 2 includes the data for the Franchisee-owned Pokeworks Restaurants open and operating generally according to standard procedures in January through December 2025. These Franchisee-owned Pokeworks Restaurants had average gross sales of \$1,082,563. Of these Franchisee-owned Restaurants, twenty-one (21) Franchisee-owned Restaurants (or 40%) met or exceeded the average gross sales set forth in Table 2 for January to December 2025.

From January through December of 2025, no corporate-owned restaurants closed and five (5) franchise outlets closed. None of the excluded outlets that closed during the time period presented in this financial performance representation had been open for less than twelve (12) months.

**Table 1**  
**Financial Performance of Certain Company-Owned Locations**

	<b>December 30, 2024 – December 28, 2025</b>
Company Owned Restaurants	6
Average Gross Sales	\$1,391,931
Highest Gross Sales in Range	\$2,249,548
Lowest Gross Sales in Range	\$776,697
Median Gross Sales	\$1,342,992

**Table 2**  
**Financial Performance of Certain Franchisee-Owned Locations**

	<b>December 30, 2024 – December 28, 2025</b>
Franchisee Owned Restaurants	52
Top 20% Average Gross Sales	\$1,743,199
Bottom 20% Average Gross Sales	\$630,723
Average Gross Sales	\$1,082,563
Highest Gross Sales in Range	\$3,033,881
Lowest Gross Sales in Range	\$527,513
Median Gross Sales	\$943,784

Notes

- (1) **“Average Gross Sales”** is defined as total Gross Sales (all revenue generated by the Pokeworks Restaurant, not including any sales tax and tips collected).
- (2) We do not provide information regarding other costs like store level operating expenses, Royalty Fees and Marketing Fund Contributions. The Financial Performance Representations (Earnings Claims) figures in this Item 19 do not reflect other operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your

Pokeworks Restaurant. Franchisees or former franchisees listed in this Disclosure Document may be one source of this information.

**Some outlets have sold the amounts stated. Your individual results may differ. There is no assurance you will sell as much.**

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Company-owned Pokeworks Restaurants are substantially similar to the franchised outlets offered in this Disclosure Document. ~~However, due to factors such as quantity discounts for Pokeworks Products and services, franchisor approval costs, reduced training and labor costs, and insurance discounts, your costs of operation may be higher than the costs incurred by our Affiliates which operate the company-owned Pokeworks Restaurants. Your accountant can help you develop your own estimated operational costs.~~

Other than the preceding financial performance representation, ~~we do~~ [Beyond Franchise Group LLC](#) does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to franchisor’s management by contacting Wen Wei at 220 Technology Dr. #120, Irvine, California 92618, (949) 398-7338, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20  
OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1  
Systemwide Outlet Summary  
For Years 2023-2025**

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
<b>Franchisee-Owned*</b>	2023	57	60	+3
	2024	60	61	+1
	2025	61	63	+2
<b>Company-Owned*</b>	2023	7	7	0
	2024	7	6	-1
	2025	6	6	0
<b>Total Outlets</b>	<b>2023</b>	<b>64</b>	<b>67</b>	<b>+3</b>
	<b>2024</b>	<b>67</b>	<b>67</b>	<b>0</b>
	<b>2025</b>	<b>67</b>	<b>69</b>	<b>+2</b>

**Table No. 2**  
**Transfers of Franchised Outlets from Franchisees to New Owners (other than Franchisor)**  
**For Years 2023-2025**

State	Year	Number of Transfers
California	2023	0
	2024	1
	2025	0
TOTAL	2023	0
	2024	1
	2025	0

**Table No. 3**  
**Status of Franchised Outlets For Years 2023-2025**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By The Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Arizona	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
California	2023	3	1	0	0	0	0	4
	2024	4	1	0	0	0	1	4
	2025	4	2	0	0	0	0	6
Colorado	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Connecticut	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	1	3
	2025	3	0	0	0	0	0	3
Florida	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	1	2
	2025	2	0	1	0	0	0	1
Georgia	2023	2	1	0	0	0	0	3
	2024	3	1	0	0	0	0	4
	2025	4	0	0	0	0	0	4

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By The Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Vermont	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	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	1	0	0	0	0
Washington DC	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Wisconsin	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
TOTAL	2023	57	6	0	0	0	3	60
	2024	60	5	0	0	0	4	61
	2025	61	87	5	0	0	0	63

**Table No. 4**  
**Status of Company-Owned Outlets**  
**For Years 2023-2025**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
	2025	3	0	0	0	0	3
New York	2023	3	0	0	0	0	3
	2024	3	0	0	1	0	2
	2025	2	0	0	0	0	2
Washington	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
TOTAL	2023	7	0	0	0	0	7

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
	Bureau State House Annex Concord, NH 03301 603-271-3641	
<b>NEW YORK</b>	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21 <sup>st</sup> floor New York, NY 10005 <a href="tel:212-416-8222">212-416-8222</a> <del>212-416-8285</del>	Attention: New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6 <sup>th</sup> Floor Albany, NY 12231-0001 (518) 473-2492
<b>NORTH CAROLINA</b>	Secretary of State's Office/Securities Division 2 South Salisbury Street Raleigh, NC 27601 919-733-3924	Secretary of State Secretary of State's Office Same Address
<b>NORTH DAKOTA</b>	North Dakota <a href="#">Insurance &amp;</a> Securities Department 600 East Boulevard Avenue <a href="#">Dept 401</a> <del>State Capitol, Fifth Floor</del> Bismarck, ND <del>58505-0510</del> <a href="tel:58505-701-328-4712">58505 701-328-4712</a> ; Fax:- <del>701-328-0140</del> <a href="tel:701-328-2910">701-328-2910</a>	North Dakota <a href="#">Insurance &amp;</a> Securities <del>Commissioner</del> <a href="#">Department</a> <a href="#">600 East Boulevard Avenue Dept</a> <a href="#">401</a> <a href="#">Bismarck, ND 58505</a> <del>Same Address</del> <a href="tel:701-328-2910">701-328-2910</a>
<b>OHIO</b>	Attorney General Consumer Fraud & Crime Section State Office Tower 30 East Broad Street, 15th Floor Columbus, OH 43215 614-466-8831 or 800-282-0515	Same
<b>OKLAHOMA</b>	Oklahoma Securities Commission 2915 Lincoln Blvd. Oklahoma City, OK 73105 405-521-2451	Same

- Item 11 is amended to add the following: To the extent that we address a type of requirement or standard imposed by AB 1228, such measures are addressed in our assistance and training program.

15. Section 17 of the Franchise Agreement regarding Acknowledgment and Questionnaire does not apply to franchisees purchasing a franchise in California.

## **FOR THE STATE OF FLORIDA**

### **Total Investment**

We do not know the amount of the total required investment in a Franchised ~~Store~~Restaurant over the term of the franchise. We do not request, obtain or receive this information from franchisees. We refer you to Item 7 for the known initial investment. Additional capital investments in the Franchised ~~Store~~Restaurant will be necessary over the term of the franchise to maintain the Franchised ~~Store~~Restaurant according to the System.

## **FOR THE STATE OF HAWAII**

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

2. THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

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

4. THE AUDITED FINANCIAL STATEMENT OF THE FRANCHISOR INDICATE A DEFICIT OF \$2,923,235. AS A RESULT, THE STATE OF HAWAII HAS IMPOSED A DEFERRAL OF THE PAYMENT OF ALL INITIAL FEES AND DEPOSITS OWED TO FRANCHISOR OR ITS AFFILIATES BY FRANCHISEE UNTIL ALL INITIAL OBLIGATIONS OWED TO FRANCHISEE UNDER THE FRANCHISE AGREEMENT

HAVE BEEN FULFILLED BY FRANCHISOR AND FRANCHISEE HAS COMMENCED DOING BUSINESS.

5. Items 5 and 7 of the Disclosure Document are amended to state that the Initial Franchise Fees payable when you sign the Franchise Agreement and the fees payable when you sign the Multiple Unit Development Agreement, as well as all other fees and deposits payable to our Affiliates, are deferred until you open each Pokéworks Restaurant you commit to develop for business.

## **FOR THE STATE OF ILLINOIS**

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Illinois:

1. Illinois law governs the Franchise Agreement.
2. 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.
3. 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.
4. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
5. Items 5 and 7 of the Disclosure Document are amended to disclose that the payment of the Initial Franchise Fees under the Franchise Agreement and the Development Fees under the Multiple Unit Development Agreement are deferred until the opening of ~~Store~~[the Restaurant](#) and its commencement of business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.
6. 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.

## FOR THE STATE OF MARYLAND

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Maryland. This also applies to non-residents of Maryland who will operate a Pokéworks franchise in the State of Maryland.

1. Item 17 is amended to provide that:
  - a. The general release required as a condition of renewal and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
  - b. The Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
  - c. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
  - d. The provision in the Franchise Agreement that provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

2. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, Item 5 is amended to provide that all initial fees and payments owed by franchisees and any payments due under the Deposit Agreement shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens. ~~Additionally, the Deposit Agreement does not apply and is void under this fee deferral condition.~~

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.

## FOR THE STATE OF MICHIGAN

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

- (A) A prohibition on the right of a franchisee to join an association of franchisees.

notice of the intention not to renew at least 180 days in advance thereof and (ii) has been given an opportunity to operate the franchise over a sufficient period of time to enable the franchisee to recover the fair market value of the franchise as a going concern measured from the date of the failure to renew. No franchisor may refuse to renew a franchise if the refusal is for the purpose of converting the franchisee's business premises to an operation that will be owned by the franchisor for its own account.

A franchisor may not unreasonably withhold consent to an assignment, transfer, or sale of the franchise where the assignee meets the present qualifications and standards required of other franchisees.

Item 13 is modified as follows: The Minnesota Department of Commerce requires that a Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the Trademark infringes Trademark rights of the third party. The Company does not indemnify against the consequences of the Franchisee's use of the Company's Trademark except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, the Franchisee must provide notice to the Company of any such claim within 10 days and tender the defense of the claim to the Company. If the Company accepts the tender of defense, the Company has 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.

Item 17 is amended to provide that you shall not be required to assent to a general release, and that liquidated damages are generally not permitted under Minnesota 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 with the franchise.

**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.

## 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 RESOURCES 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 CANNOT 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:

Except as provided 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 that is 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 ten years 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.

days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

## FOR THE STATE OF ~~NORTH DAKOTA~~

~~The following provisions apply to all franchises offered and sold in the State of North Dakota, and supersede contrary disclosures in this Disclosure Document and contrary provisions in the Franchise Agreement and Multiple Unit Development Agreement:~~

~~a. After an examination of the financial statements of the Franchisor, the State of North Dakota Securities Department requires us to provide financial assurance regarding performance of our obligations to you before you open your Store. Items 5 and 7 of the Disclosure Document are amended to disclose that the payment of the Initial Franchise Fees under the Franchise Agreement and the Development Fees under the Multiple Unit Development Agreement are deferred until the opening of Store and its commencement of business.~~

~~b. Item 17(e) of the Disclosure Document and Section 2.2 of the Franchise Agreement are amended to provide that no release shall be required to be signed by the Franchisee as a condition of the renewal of the Franchise Agreement.~~

~~c. Item 17 (i) of the Disclosure Document and Section 16.16 of the Franchise Agreement are amended to delete the requirement that the Franchisee consent to pay termination fees or liquidated damages, as such provisions are not enforceable in North Dakota. Franchisor may pursue its claims for damages available under North Dakota law arising from your breach and our termination of the Franchise Agreement.~~

~~d. Item 17(w) of the Disclosure Document, Section 16.2 of the Franchise Agreement and Paragraph XVIII of the Multiple Unit Development Agreement are amended to delete the selection of Delaware law to govern the agreement or the relationship between the parties.~~

~~e. Sections 6 (j), 16.14(f), 16.14(h), and 16.15 of the Franchise Agreement, Paragraph XXI of the Multiple Unit Development Agreement and this Disclosure Document are amended to provide that the Franchisee shall not be required to waive trial by jury or consent to a waiver of exemplary or punitive damages.~~

~~f. Covenants not to compete, described in Item 17(r), and set forth in Section 15.1 of the Franchise Agreement and Section XI of the Multiple Unit Development Agreement, are generally considered unenforceable in the State of North Dakota.~~

~~g. The State of North Dakota requires that arbitration and mediation be conducted at a location that is not remote from the franchisee's place of business, contrary to Section 16.14 of the Franchise Agreement and Paragraph XXI of the Multiple Unit Development Agreement. Courts interpreting similar requirements in other states have ruled that the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.*, preempts such requirements. The Franchise Agreement and Multiple Unit Development Agreement both state that the Federal Arbitration Act governs dispute resolution.~~

~~h. Section 16.14 of the Franchise Agreement is amended to delete the one year limitation on claims to be filed for arbitration. All such claims will be subject to the applicable statute of limitations under North Dakota law.~~

#### ~~FOR THE STATE OF~~ RHODE ISLAND

Item 17 is amended to state that section 19-28-1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

#### FOR THE STATE OF SOUTH DAKOTA

Any provision in a Franchise Agreement which designates jurisdiction or venue in a forum outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota.

Any provision in a Franchise Agreement that states the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages or any provision that provides that parties waive their right to a jury trial may not be enforceable under South Dakota law.

After an examination of the financial statements of the Franchisor, the State of South Dakota Department of Labor and Regulation requires us to provide financial assurance regarding performance of our obligations to you before you open your StoreRestaurant. We have elected to defer payment of initial franchise fees and development fees until your StoreRestaurant opens and you have commenced business.

#### FOR THE STATE OF VIRGINIA

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Virginia:

1. The following is added to Item 17(h):

(a) Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act (the “Virginia 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 and/or the Development Agreement do not constitute reasonable cause, as that term may be defined in the Virginia Act or the laws of Virginia, that provision may not be enforceable.

2. **Estimated Initial Investment.** The franchisee will be required to make an estimated initial investment ranging from ~~\$386,468~~270,435 to ~~\$1,923,564~~599,661. This amount exceeds the franchisor's negative stockholders' equity as of ~~January 1~~December 31, 2023~~2025~~, which is ~~\$-1,672,202~~2,561,516.

3. Item 5 of the Disclosure Document is amended to state: “The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer

**ADDENDUM TO THE POKÉWORKS FRANCHISE AGREEMENT  
AND MULTIPLE UNIT DEVELOPMENT AGREEMENT  
FOR THE STATE OF HAWAII**

This “Addendum” is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company (“we”, “our” or “us”), as franchisor and \_\_\_\_\_, a \_\_\_\_\_ (“you”), as franchisee, to amend and supplement that certain Franchise Agreement [and that certain Multiple Unit Development Agreement dated \_\_\_\_\_] that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement [and the Multiple Unit Development Agreement]:

1. Notwithstanding Section 8.1 and Schedule A of the Franchise Agreement, the Initial Franchise Fee shall be payable when you open the ~~Store~~[Restaurant](#) and we have fulfilled all of our pre-opening obligations to you under the Franchise Agreement.

2. You acknowledge that your failure to pay the Initial Franchise Fee when due is a material default under the Franchise Agreement and the we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee.

3. Notwithstanding Section III B of the Multiple Unit Development Agreement, no Initial Franchise Fee or any portion thereof will be due and payable until the Franchised Restaurant opens for business and we have fulfilled all of our pre-opening obligations to you under the Franchise Agreement for that Franchised Restaurant.

4. You acknowledge that your failure to pay the Initial Franchise Fee when due for a Franchised Restaurant developed under a Multiple Unit Development Agreement is a material default under its Franchise Agreement and the Multiple Unit Development Agreement, and the we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee. In addition, you will have no right to proceed with developing other Franchised Restaurants, and our obligation to provide services and approvals to under the Multiple Unit Development Agreement, shall be suspended until we receive the Initial Franchise Fee then due. No such failure to pay the Initial Franchise Fee when due and the resulting suspension of our performance shall extend any deadline for your performance under the Multiple Unit Development Agreement.

5. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement [and the Multiple Unit Development Agreement] for the State of Hawaii.

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, franchisee

## ADDENDUM TO THE POKÉWORKS FRANCHISE AGREEMENT FOR THE STATE OF MARYLAND

This “Addendum” is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company (“we”, “our” or “us”), as franchisor and \_\_\_\_\_, a \_\_\_\_\_ (“you”), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Based upon the ~~franchisor's~~franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by each franchisee and any payments due under the Deposit Agreement shall be deferred until the franchisor completes its pre-opening obligations under its Franchise Agreement.

2. Our right to terminate pursuant to Section 9.4(b) of the Franchise Agreement if you commence bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C.A. 101 et seq.).

3. Any general release required as a condition of renewal, sale, and/or assignment or transfer of the ~~Store~~Restaurant or the Franchise Agreement shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

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

6. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

7. The Statement of Franchisee (Schedule J of the Franchise Agreement) is amended to include the following statement:

“All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.”

8. 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.

9. Schedule C of the Franchise Agreement entitled "Acknowledgments" is hereby deleted and shall not apply to you if you are a resident of Maryland or the business is to be operated in Maryland.

10. Sections 16.18 and 17 of the Franchise Agreement are hereby deleted and shall not apply to you if you are a resident of Maryland or the business is to be operated in Maryland.

11. ~~10.~~ All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Maryland.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

**FRANCHISOR**

BEYOND FRANCHISE GROUP, LLC

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

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

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

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

**FRANCHISEE**

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

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

\_\_\_\_\_

**ADDENDUM TO THE POKÉWORKS FRANCHISE AGREEMENT  
FOR THE STATE OF NORTH DAKOTA**

~~This “Addendum” is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company (“we”, “our” or “us”), as franchisor and \_\_\_\_\_, a \_\_\_\_\_ (“you”), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:~~

~~1. Any provision of the Franchise Agreement which designates jurisdiction or venue or requires Franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is deleted from the Franchise Agreement. However, the Franchise Agreement provides for arbitration outside North Dakota to be governed by the Federal Arbitration Act.~~

~~2. Liquidated damages are prohibited by law in the State of North Dakota and, therefore, the third and fourth sentences of Section 16.16 of the Franchise Agreement are deleted in their entirety and replaced with the following:~~

~~“If this Franchise Agreement terminates prior to the end of the Term, such termination will cause substantial damages to Franchisor. Franchisee therefore agrees that if the Franchise Agreement is terminated, Franchisee will be liable to Franchisor for damages and losses Franchisor suffers from such early termination. Franchisee agrees to remain liable for all obligations and claims under the Franchise Agreement, including obligations surviving termination of the Franchise Agreement, and other damages suffered by Franchisor arising out of Franchisee’s breach or default. At the time of such termination of the Franchise Agreement, Franchisee agrees to pay to Franchisor upon demand compensation for all damages, losses, costs and expenses (including reasonable attorney’s fees) incurred by Franchisor and/or amounts which would have otherwise been payable for and during the remainder of the unexpired term of the Franchise Agreement but for such termination.”~~

~~3. Section 16.15 of the Franchise Agreement is hereby deleted.~~

~~4. After an examination of the financial statements of the Franchisor, the State of North Dakota Securities Department requires us to provide financial assurance regarding performance of our obligations to you before you open your Store. Notwithstanding Section 8.1 and Schedule A of the Franchise Agreement, the Initial Franchise Fee shall be payable when you open the Store and we have fulfilled all of our pre opening obligations to you under the Franchise Agreement.~~

~~5. You acknowledge that your failure to pay the Initial Franchise Fee when due is a material default under the Franchise Agreement and the we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee.~~

~~6. You acknowledge that your failure to pay the Initial Franchise Fee when due for a Franchised Restaurant developed under a Multiple Unit Development Agreement is a material default under its Franchise Agreement and the Multiple Unit Development Agreement, and we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee. In addition, you will have no right to proceed with developing other Franchised Restaurants, and our obligation to provide services and approvals to under the Multiple Unit Development Agreement, shall be suspended until we receive the Initial Franchise Fee then due. No such failure to pay the Initial Franchise Fee when due and the resulting suspension of our performance shall extend any deadline for your performance under the Multiple Unit Development Agreement.~~

~~7. The laws of the State of North Dakota supersede any provisions of the Franchise Agreement, the other agreements, or Delaware law if such provisions are in conflict with North Dakota law.~~

~~8. The (i) covenant not to compete in Section 15.1, and (ii) one year limitation period in Section 16.14(b), of the Franchise Agreement are not enforceable in North Dakota.~~

~~9. Notwithstanding anything to the contrary in the Franchise Agreement, no release language in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.~~

~~10. Sections 5.3, 8.1, 9.6, and 15.5 of the Franchise Agreement specify liquidated damages. Under North Dakota law, liquidated damages clauses are unenforceable.~~

~~All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of North Dakota.~~

*(Signatures Appear on Following Page)*

~~IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.~~

~~**FRANCHISOR**~~

~~BEYOND FRANCHISE GROUP, LLC~~

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

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

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

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

~~**FRANCHISEE**~~

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

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

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

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

~~**ADDENDUM TO THE POKÉWORKS FRANCHISE AGREEMENT  
FOR THE STATE OF RHODE ISLAND**~~

This “Addendum” is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company (“we”, “our” or “us”), as franchisor and \_\_\_\_\_, a \_\_\_\_\_ (“you”), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

2. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Rhode Island.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

**FRANCHISOR**

BEYOND FRANCHISE GROUP, LLC

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

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

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

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

**FRANCHISEE**

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

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

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

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

6. Any provision of the Franchise Agreement that provides that the parties waive their rights to claim punitive, exemplary, incidental, indirect, special or consequential damages may not be enforceable under South Dakota law.

7. After an examination of the financial statements of the Franchisor, the State of South Dakota Department of Labor and Regulation requires us to provide financial assurance regarding performance of our obligations to you before you open your [StoreRestaurant](#). We have elected to defer payment Initial Franchise Fees as provided below.

8. Notwithstanding Section 8.1 and Schedule A of the Franchise Agreement, the Initial Franchise Fee shall be payable when you open the [StoreRestaurant](#) and we have fulfilled all of our pre-opening obligations to you under the Franchise Agreement.

9. You acknowledge that your failure to pay the Initial Franchise Fee when due is a material default under the Franchise Agreement and the we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee.

10. You acknowledge that your failure to pay the Initial Franchise Fee when due for a Franchised Restaurant developed under a Multiple Unit Development Agreement is a material default under its Franchise Agreement and the Multiple Unit Development Agreement, and the we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee. In addition, you will have no right to proceed with developing other Franchised Restaurants, and our obligation to provide services and approvals to under the Multiple Unit Development Agreement, shall be suspended until we receive the Initial Franchise Fee then due. No such failure to pay the Initial Franchise Fee when due and the resulting suspension of our performance shall extend any deadline for your performance under the Multiple Unit Development Agreement.

11. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of South Dakota.

*(Signatures Appear on Following Page)*

**WASHINGTON ADDENDUM TO THE ~~POKÉWORKS~~ FRANCHISE AGREEMENT  
FOR THE STATE OF WASHINGTON AND ALL RELATED AGREEMENTS**

This “Addendum” is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company (“we”, “our” or “us”), as franchisor and \_\_\_\_\_, a \_\_\_\_\_ (“you”), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date.

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Agreement 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.

**ADDENDUM TO THE POKÉWORKS  
MULTIPLE UNIT DEVELOPMENT AGREEMENT  
FOR THE STATE OF MARYLAND**

This “Addendum” is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company (“we”, “our” or “us”), as franchisor and \_\_\_\_\_, a \_\_\_\_\_ (“you”), as franchisee, to amend and supplement that certain Multiple Unit Development Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Multiple Unit Development Agreement:

1. Based upon the ~~Franchisor's~~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. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the Multiple Unit Development Agreement opens.

2. Any general release required as a condition of renewal, sale, and/or assignment or transfer of the ~~Store~~Restaurant or the Multiple Unit Development Agreement shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

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

5. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. 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. ~~Section XIX of the Multiple Unit Development Agreement is hereby deleted and shall not apply to you if you are a resident of Maryland or the business is to be operated in Maryland.~~

8. ~~7.~~ All other rights, obligations, and provisions of the Multiple Unit Development Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Multiple Unit Development Agreement for the State of Maryland.

[Signature page follows.]

**ADDENDUM TO THE POKÉWORKS  
MULTIPLE UNIT DEVELOPMENT AGREEMENT  
FOR THE STATE OF ~~NORTH DAKOTA~~**

~~This “Addendum” is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company (“we”, “our” or “us”), as franchisor and \_\_\_\_\_, a \_\_\_\_\_ (“you”), as franchisee, to amend and supplement that certain Multiple Unit Development Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Multiple Unit Development Agreement:~~

~~1. Any provision of the Multiple Unit Development Agreement which designates jurisdiction or venue or requires you to agree to jurisdiction or venue in a forum outside of North Dakota is deleted from the Multiple Unit Development Agreement. However, the Multiple Unit Development Agreement provides in Paragraph XXI for arbitration outside North Dakota to be governed by the Federal Arbitration Act.~~

~~2. The laws of the State of North Dakota supersede any provisions of the Multiple Unit Development Agreement, the other agreements between the parties, or Delaware law if such provisions are in conflict with North Dakota law.~~

~~3. After an examination of the financial statements of the Franchisor, the State of North Dakota Securities Department requires us to provide financial assurance regarding performance of our obligations to you before you open your Store. We have elected to defer payment of Initial Franchise Fees as provided below.~~

~~4. Notwithstanding Section 8.1 and Schedule A of the Franchise Agreement, the Initial Franchise Fee shall be payable when you open the Store and we have fulfilled all of our pre-opening obligations to you under the Franchise Agreement.~~

~~5. You acknowledge that your failure to pay the Initial Franchise Fee when due is a material default under the Franchise Agreement and the we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee.~~

~~6. Notwithstanding Section III B of the Multiple Unit Development Agreement, no Initial Franchise Fee or any portion thereof will be due and payable until the Franchised Restaurant opens for business and we have fulfilled all of our pre-opening obligations to you under the Franchise Agreement for that Franchised Restaurant.~~

~~7. You acknowledge that your failure to pay the Initial Franchise Fee when due for a Franchised Restaurant developed under a Multiple Unit Development Agreement is a material default under its Franchise Agreement and the Multiple Unit Development Agreement, and the we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee. In addition, you will have no right to proceed with developing other Franchised Restaurants, and our obligation to provide services and approvals to under the Multiple Unit Development Agreement, shall be suspended until we receive the Initial Franchise Fee then due. No such failure to pay the Initial Franchise~~

~~Fee when due and the resulting suspension of our performance shall extend any deadline for your performance under the Multiple Unit Development Agreement.~~

~~8. The covenant not to compete in Paragraph XI of the Multiple Unit Development Agreement is generally considered to be unenforceable under North Dakota law.~~

~~9. In Paragraph XXI, the waivers of punitive and exemplary damages are not enforceable under North Dakota law. Each party may pursue such damages as the arbitrator may award under North Dakota.~~

~~10. No release language in the Multiple Unit Development Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.~~

~~11. All other rights, obligations, and provisions of the Multiple Unit Development Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Multiple Unit Development Agreement for the State of North Dakota.~~

~~IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Multiple Unit Development Agreement.~~

**FRANCHISOR**

~~BEYOND FRANCHISE GROUP, LLC~~

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

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

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

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

**OPERATOR**

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

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

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

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

~~**ADDENDUM TO THE POKÉWORKS  
MULTIPLE UNIT DEVELOPMENT AGREEMENT  
FOR THE STATE OF RHODE ISLAND**~~

This “Addendum” is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company (“we”, “our” or “us”), as franchisor and \_\_\_\_\_, a \_\_\_\_\_ (“you”), as franchisee, to amend and supplement that certain Multiple Unit Development Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Multiple Unit Development Agreement:

1. Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

All other rights, obligations, and provisions of the Multiple Unit Development Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Multiple Unit Development Agreement for the State of Rhode Island.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Multiple Unit Development Agreement.

**FRANCHISOR**

BEYOND FRANCHISE GROUP, LLC

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

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

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

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

**OPERATOR**

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

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

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

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

6. After an examination of the financial statements of the Franchisor, the State of South Dakota Department of Labor and Regulation requires us to provide financial assurance regarding performance of our obligations to you before you open your ~~Store~~Restaurant. We have elected to defer payment of fees as provided below.

7. Notwithstanding Section 8.1 and Schedule A of the Franchise Agreement, the Initial Franchise Fee shall be payable when you open the ~~Store~~Restaurant and we have fulfilled all of our pre-opening obligations to you under the Franchise Agreement.

8. You acknowledge that your failure to pay the Initial Franchise Fee when due is a material default under the Franchise Agreement and the we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee.

9. Notwithstanding Section III B of the Multiple Unit Development Agreement, no Initial Franchise Fee or any portion thereof will be due and payable until the Franchised Restaurant opens for business and we have fulfilled all of our pre-opening obligations to you under the Franchise Agreement for that Franchised Restaurant.

10. You acknowledge that your failure to pay the Initial Franchise Fee when due for a Franchised Restaurant developed under a Multiple Unit Development Agreement is a material default under its Franchise Agreement and the Multiple Unit Development Agreement, and the we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee. In addition, you will have no right to proceed with developing other Franchised Restaurants, and our obligation to provide services and approvals to under the Multiple Unit Development Agreement, shall be suspended until we receive the Initial Franchise Fee then due. No such failure to pay the Initial Franchise Fee when due and the resulting suspension of our performance shall extend any deadline for your performance under the Multiple Unit Development Agreement.

11. All other rights, obligations, and provisions of the Multiple Unit Development Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Multiple Unit Development Agreement for the State of South Dakota.

*(Signatures Appear on Following Page)*

**WASHINGTON ADDENDUM TO THE ~~POKÉWORKS~~**  
**MULTIPLE UNIT DEVELOPMENT AGREEMENT**  
**~~FOR THE STATE OF WASHINGTON~~ AND ALL RELATED AGREEMENTS**

This “Addendum” is made and entered into by and between Beyond Franchise Group, LLC, a Delaware limited liability company (“we”, “our” or “us”), as franchisor and \_\_\_\_\_, a \_\_\_\_\_ (“you”), as franchisee, to amend and supplement that certain Multiple Unit Development Agreement that we and you have executed, and is dated as of the same date.

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Multiple Unit Development Agreement 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