

## FRANCHISE DISCLOSURE DOCUMENT

**IVAN RAMEN FRANCHISING LLC**  
**A New York Limited Liability Company**  
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Dobbs Ferry, NY 10522  
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www.ivanramen.com

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The franchisee will operate one or more Ivan Ramen casual dining restaurants specializing in the sale of ramen (Japanese style noodle) dishes / American Izakaya with a diverse selection of broths, noodles, proteins, sauces and garnishes as well as rice bowls, Japanese appetizers, alcoholic beverages, and other food and beverage products for on-premises and off-premises consumption.

The total investment necessary to begin operation of one Ivan Ramen Restaurant franchise is from \$1,024,500 to \$1,982,100. This includes \$35,000 that must be paid to the franchisor or its affiliate. The total investment necessary to begin operation as a franchisee under an Area Development Agreement is from \$1,106,500 to \$2,302,100 (assuming, for the low end range, you agree to develop 3 Restaurants and, for the high end range, you agree to develop 10 Restaurants, although this is not a maximum). This includes \$115,000 to \$350,000 that must be paid to the franchisor or its affiliate.

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

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

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

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

Issuance date: March ~~21, 2025~~23, 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:

<b>QUESTION</b>	<b>WHERE TO FIND INFORMATION</b>
<b>How much can I earn?</b>	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
<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 C 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 Ivan Ramen Restaurant 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 an Ivan Ramen Restaurant franchisee?</b>	Item 20 or Exhibit F lists 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 D.

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 and area development agreement each requires you to resolve disputes with the franchisor by litigation only in New York. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in New York than in your own state.
2. **Short Operating History**. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **Sales Performance Required**. You must achieve Gross Revenues of at least \$1,250,000 per year in any calendar year during the Term. Your inability to maintain these levels may result in loss of any territorial protections you are granted for your franchise, and loss of your investment.
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.

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### Exhibits

#### A Franchise Agreement and Related Materials

##### State Addenda to Franchise Agreement

##### Exhibits to Franchise Agreement:

- Exhibit A - Franchised Territory; Restaurant Location
- Exhibit B - Proprietary Marks
- Exhibit C - Required Provisions for Lease Rider
- Exhibit D - Software License Agreement
- Exhibit E-1 - Confidentiality/Non-Competition Agreement
- Exhibit E-2 - Confidentiality Agreement (Non-Managerial Personnel)
- Exhibit F - Guarantee
- Exhibit G - General Release – Successor Term
- Exhibit H - General Release – Assignment

- Exhibit I - List of Franchisee's Owners**
- B Area Development Agreement**
- State Addenda to Area Development Agreement**
- Exhibits to Area Development Agreement:**
  - Exhibit A - Development Territory**
  - Exhibit B - First Unit Franchise Agreement You and We Will Sign**
  - Exhibit C - Confidentiality/Non-Competition Agreement**
  - Exhibit D - Guarantee**
- C Financial Statements**
- D State Administrators**
- E Agents For Service of Process**
- F List of Franchisees**
- G State Addenda to Disclosure Document**
- H State Effective Dates**
- I Receipt**

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

To simplify the language in this disclosure document, “we” or “us” means Ivan Ramen Franchising LLC, the franchisor. “You” means the individual, corporation or partnership who buys the franchise. If the franchisee will operate through a corporation, limited liability company, partnership or other business entity, “you” also includes the franchisee's owners or partners. Our agents for service of process in the states whose franchise laws require us to name a state agency as agent for service are shown on Exhibit E.

We franchise businesses that operate casual dining restaurants (each, a “Restaurant”) specializing in the sale of ramen (Japanese style noodle) dishes / American Izakaya with a diverse selection of broths, noodles, proteins, sauces and garnishes as well as rice bowls, Japanese appetizers, alcoholic beverages, and other food and beverage products for on-premises (including a sit-down, eat-in noodle shop) and off-premises consumption (including delivery and take-out) and related programs, products and services (the “Ivan Ramen Restaurant Businesses” or the “Businesses”). We have not conducted business in any other line of business. We do not, but our affiliate (listed below) does, operate one or more Businesses of the type being franchised under this Disclosure Document.

We are a New York limited liability company organized in July, 2021. We conduct business under the names “Ivan Ramen” and “Ivan Ramen Franchising.” Our principal business address is 42 Maple Street, Dobbs Ferry, NY 10522 and our telephone numbers are (914) 406-1169 and (512) 788-0170.

Our parent company is Ivan Ramen Holdings Co, LLC, a New York limited liability company formed in February 2015, which has the same principal business address as us. It is a holding company and has not engaged in operating any business. We have no predecessors.

We were formed in July 2021 and began offering franchises in 2021. Our affiliate, Ivan Ramen USA LLC, a New York limited liability company with a principal place of business at 25 Clinton Street, New York, NY 10002, has owned and operated one Ivan Ramen Restaurant business, in New York City, since May 2016. Our affiliate, Ramen Junkie USA LLC, a New York limited liability company with a principal place of business at 42 Maple Street, Dobbs Ferry, NY 10522, previously owned and operated an “Ivan Ramen Slurp Shop” business in New York City from approximately 2013 to November 2020. We also offer franchises in certain other countries, including having sold a master franchise for Ivan Ramen restaurants and certain other types of outlets in the United Kingdom in 2023.

Our affiliate, Ivan Ramen IP Holdings LLC, a Delaware limited liability, has licensed us the rights to use the Ivan Ramen Restaurant System, trademarks, service marks and other intellectual property and to sublicense them to our franchisees in a cross-license agreement dated as of July 12, 2021.

Ivan Ramen IP Holdings LLC also previously engaged in licensing of Ivan Ramen ghost kitchens (a different concept and format which is not offered under this disclosure document) in the United States in 2020 but ceased doing so. Another affiliate of ours, Ivan Ramen Consulting Group, LLC, was engaged in licensing of the right to operate Ivan Ramen “dark kitchens” / “ghost kitchens” or hubs (combined with other brands) to DoorDash Kitchens Inc., which license was limited to the territory of Brooklyn, New York, but ceased doing so in 2024. As of the date of this disclosure document, the ghost kitchens licensing program is not actively operating, as the brand focuses in the United States on expanding the “brick-and-mortar” Ivan Ramen Restaurant concept.

~~In addition, our affiliate, Ivan Ramen Consulting Group is also engaged in licensing a different, tangential concept and brand, called Ivan Mazemon, which has a different culinary focus, is not a sit-down restaurant, does not have table service, and is currently being developed only in the United Kingdom and Western Europe.~~

None of our affiliates have offered franchises for this type of business (Ivan Ramen Restaurants). Neither we nor our affiliates have offered franchises for any other type of business, other than ghost kitchens as stated immediately above, or delivery/carry-out only locations outside the United States.

You will open and operate one or more Ivan Ramen Restaurant Businesses (as described above). Ivan Ramen Restaurants are sit-down, eat-in, fast casual dining restaurants which also typically have takeout and delivery services.

If you sign an Area Development Agreement (Exhibit B), we will grant you a defined area (the "Development Area") within which you (an "Area Developer") must develop and operate a minimum of two (2) Ivan Ramen Restaurants within a specified period of time. The Development Area may be one city or part of one city, one or more counties, or some other defined geographic area. The Area Development Agreement will describe your development area and your development schedule. You must sign a separate Franchise Agreement for each Ivan Ramen Restaurant that you open under the Area Development Agreement. The Franchise Agreement for your first Ivan Ramen Restaurant will be in the form attached as Exhibit A to this Disclosure Document and must be signed when you sign your Area Development Agreement. The Franchise Agreements you will sign for your additional Ivan Ramen Restaurants will be our then-current form of Franchise Agreement which may contain terms and conditions that are materially different from the current Franchise Agreement.

The market for your services consists of the general public. The market is developing. Sales are somewhat seasonal in that sales tend to be greater in winter months due to the primary product being hot soup, but sales can be expected year-round.

You will compete with various established independent local ramen restaurants and regional or national chain outlets specializing in the sale of ramen and related food products, both take-out service and full service, as well as with other ramen restaurants and take-out facilities selling all kinds of food or other specialty foods, including well-established national chain outlets and local businesses. The supply of suitable locations for restaurants is limited and is subject to increasing demand from other restaurant concepts and non-restaurant retailers.

Industry-specific regulations in which the franchised Business will operate include food safety regulations which vary from state to state and may require certifications depending on your location; and, federal, state and local laws pertaining to restaurant premises and regulating matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements for restaurants; employee practices concerning the storage, handling, cooking and preparation of food and beverages; restrictions on smoking; and availability of and requirements for public accommodations, including restrooms, among other operational requirements for restaurants. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your Ivan Ramen Restaurant. In addition, you must comply with all local, state, and federal laws that apply to your Ivan Ramen Restaurants including health, sanitation, no smoking, equal employment opportunity, occupational safety and health, discrimination, employment, and sexual harassment laws. The Americans with Disabilities Act of 1990 requires readily accessible accommodation for disabled people and therefore may affect your building construction, site elements, entrance ramps, doors, seating, bathrooms, etc. You must obtain all required real estate permits, licenses and operational licenses (including an alcoholic beverage license). You must also comply with all menu and menu board labeling laws and rules requiring restaurant operators to disclose certain calorie or other nutritional information about the foods they sell, including, for example, the FDA's Nutrition Labeling of Standard Menu Items in restaurants. The Nutrition Labeling and Education Act (NLEA) sets regulations for food labeling, including nutritional label standards, nutrient content claims, and health claims. Federal, state and local standards require that companies that process, store, or transmit credit or debit card information maintain a secure environment.

You should consult with your attorney concerning these and other local laws and ordinances that may affect your Ivan Ramen Restaurant. We do not represent that you will have the ability to procure

any required license, permit, certificate or other governmental authorization that may be necessary or required for you to carry out the activities contemplated by the Franchise Agreement.

In addition, the laws, rules and regulations which apply to businesses in general will affect you. Consult your lawyer about them.

## **ITEM 2 BUSINESS EXPERIENCE**

### **Chief Executive Officer and Manager: Ivan Orkin**

Ivan Orkin has served as our Chief Executive Officer and Manager since our formation in July, 2021. He has also served as the executive Chef of our affiliate, Ivan Ramen USA LLC, since its inception in July 2012, is Chief Executive Officer of our affiliate, Ivan Ramen Consulting Group LLC since its inception in August 2019 and of our affiliate, Ivan Ramen IP Holdings LLC since its inception in April 2019. Mr. Orkin also served as CEO and Executive Chef for Ramen Junkie USA LLC d/b/a Slurp Shop from 2013 until November 2020. All positions have at all times been based in the New York City area.

### **Chief Operating Officer and Secretary: Chad Combs**

Chad Combs has served as our Chief Operating Officer and Secretary since our formation in July, 2021. He has also served as the Director of Operations of our affiliate, Ivan Ramen USA LLC, since May 2016. He served as Director of Operations for Ramen Junkie USA LLC d/b/a Slurp Shop from 2013 until November 2020. All positions have at all times been based in the New York City area.

### **Culinary Director: Dale Watkins**

Dale Watkins has served as our Culinary Director since January 2024. Prior to that, he was a Senior Consultant for Deloitte in New York City from July 2022 to January 2024. He attended business school and obtained his Master of Business Administration at the University of California at Berkeley from August 2020 to May 2022. Prior to that, he was Director of Culinary for Ivan Ramen Slurp Shop (owned and operated by our affiliate, Ramen Junkie USA LLC) and for Ivan Ramen USA LLC, both in New York City, from September 2018 to January 2020.

## **ITEM 3 LITIGATION**

No litigation is required to be disclosed in this Item.

## **ITEM 4 BANKRUPTCY**

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

## **ITEM 5 INITIAL FEES**

Franchisees will each pay an Initial Franchise Fee of \$35,000. We may modify the Initial Franchise Fee for atypical locations or unusual development or operational circumstances such as opening a number of units, previous experience working with us, or unusual financial capabilities. In our last fiscal year ~~(2024) we charged a reduced~~we did not vary the Initial Franchise Fee ~~of \$25,000 for one location which was atypical (reduced size, in a food hall).~~

You must pay the Initial Franchise Fee in full on the date that we (Franchisor) countersign the Franchise Agreement. We will not refund any of the Initial Franchise Fee.

If you sign an Area Development Agreement, you must pay us a development fee (the "Development Fee") of \$35,000 times the number of individual Restaurants you commit to develop under the Area Development Agreement (Exhibit B), which fee is due in full on the date that we (Franchisor) countersign such agreement. The Development Fee for each Ivan Ramen Restaurant Business will be applied against the Initial Franchise Fee for that Ivan Ramen Restaurant Business which would otherwise be payable. The Development Fee is fully earned when paid and it is not refundable.

You pay us or our affiliates no other fees or payments for services or goods before your Business opens.

**ITEM 6 OTHER FEES**

<b>(1) Type of Fee</b>	<b>(2) Amount</b>	<b>(3) Due Date</b>	<b>(4) Remarks</b>
Continuing Royalty	5% of Gross Revenues	Monthly on the 15th day of the next month unless we notify you otherwise	"Gross Revenues" includes all revenues from the franchised Business. Fully defined in Franchise Agreement, Section 5.05. Royalty percentage will not change during term of Franchise Agreement.
System Brand Contribution	When fund formed: Up to a maximum of 1.5% of Gross Revenues	Same as Continuing Royalty	We may form an advertising fund for the benefit of the entire System and if we do you must contribute. Contribution percentage will not then go above 1.5% of Gross Sales during term of Franchise Agreement.
System Technology Fee	No more than 1.0% of Gross revenues (currently 0%)	Same as Continuing Royalty	We reserve the right, at any time during the Term, upon notice to you, to require that you pay us a monthly System Technology Fee in the amount we specify from time to time, provided that it shall not be higher than 1.0% of your prior month's Gross Revenues. Such payment will be due on the 15 <sup>th</sup> day of each month unless we notify you otherwise. As of the date of this Disclosure Document, we do not require any System Technology Fee, but we reserve the right to require payment of such a fee, upon notice to you (within the bounds set by the last sentence above), at any time in our business judgment. The System Technology Fee, if any are collected, will be expended to improve, develop, and maintain technology used for the benefit of the System.
Proprietary Products	\$7,333 per month Current estimated cost for such products, but we may add more such products in the future. See Note 1.	When you place orders for such products.	Includes proprietary products you must buy from suppliers we designate: noodles (\$2,750 per month), dashi and miscellaneous specialty ingredients (\$1,250 per month), and miscellaneous soup concentrates (\$3,333 per month).  If we develop them in the future, you must buy proprietary products from us, our affiliate or designee. See Item 8

<b>(1) Type of Fee</b>	<b>(2) Amount</b>	<b>(3) Due Date</b>	<b>(4) Remarks</b>
Proprietary Software Costs	Currently none. If we or our designee develop proprietary software, no charge for initial license of the program to you, but we may require you to pay for updates. See Note 2.	See Note 2.	See Note 2.
Testing fee	\$1,000 to \$1,500, depending on the nature and complexity of the testing necessary for the product or service you propose.	When we request	We may, in our discretion, test the product or service of any supplier you propose. Fee for testing pays for our expenses. See Item 8.
Initial Training	Initial training for up to 6 people before you open Restaurant is included in Initial Franchise Fee. Additional and subsequent trainee charge: \$2,500 per person. See remarks.	Fee for additional or subsequent trainees due before beginning of training; expenses as incurred	We may require your trainees to travel to a location we designate, which is currently at or near our principal place of business or our training facility in New York City.  We include the trainee charge for the Initial Training Program for you, your chef, your Trainer(s), and your Operations Manager(s), up to a total of 6 people (including those listed above), before you open your Restaurant, in the Initial Franchise Fee. All Operations Managers or Trainers you appoint later must also complete and pass the Initial Training Program.
On-Site Training and Assistance	\$2,500 per day	When we request	You can request on-site training and/or assistance at any time. The franchise agreement does not require us to provide it.
Insurance Reimbursement	If we pay for your insurance: \$55,000 - \$65,000 per year. Plus, our out of pocket costs if you fail to maintain the required insurance and we choose to pay for it on your behalf (which we are not required to do).	As insurance carrier requires	See Note 3. Insurance company sets the premiums and you pay the insurance company, except that if you fail to pay premiums for required insurance, we may pay the premiums and charge you for them. Premiums may vary depending upon factors such as the insurance company selected and your claims experience.

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Franchisor's Expenses for Relocation Analysis	Any reasonable costs we incur in considering your request to relocate, but no more than \$5,000.	When we request	If you wish to relocate your Restaurant, you must reimburse us for any reasonable costs we incur in considering your request. See Item 12.
Taxes	Any taxes we pay other than our corporate income taxes due to goods or services we furnish to you, the Initial Franchise Fee or Continuing Royalties	Promptly when due	You must pay us all taxes we pay except for our corporate income taxes due to goods or services we furnish to you, the Initial Franchise Fee or Continuing Royalties.
Advances	Any amounts we advance to third parties for you (if any)	When we request	You must pay us all amounts we advance to third parties for you.
Late Charge	3% of the overdue amount.  Late financial statements to us: \$50 per month.	When we request	You must pay late charge on any past due amounts to us. We will not increase charge beyond formula in column 2 during term of Franchise Agreement.  If you do not timely furnish to us any of the periodic financial statements or tax returns required in Article 11 of Franchise Agreement then you agree to pay us a late charge of \$50 per month that each financial statement or tax return is overdue.  In California, the highest interest rate allowed by law for late payments is 10% annually.
Audit Expenses	The amount of the audit expenses is unknown and may vary depending upon factors such as the auditor selected.  See Note 4.		
Successor Term Fee	\$35,000	Before we sign Successor Franchise Agreement.	See Item 17.
Transfer Fee (Franchise Agreement)	\$10,000	Before we approve the transfer.	See Item 17.

<b>(1) Type of Fee</b>	<b>(2) Amount</b>	<b>(3) Due Date</b>	<b>(4) Remarks</b>
Transfer Fee (Area Development Agreement)	\$10,000	Before we approve the transfer.	See Item 17.
Transfer related costs	Varies	When incurred	See Section 14.04 of Franchise Agreement. May include reimbursing franchisor's costs of investigation of assignee's suitability to take over the franchised business. May include obtaining consent from landlord or sublessor of your Location, if required.
Securities offering review fee	\$10,000 or such greater amount as necessary to reimburse us for our reasonable costs and expenses in reviewing your proposed securities offering	When incurred	See Section 14.08 of Franchise Agreement.
Management Fee on Death or Disability	Greater of (a) two times the salary paid to individual(s) we assign to operate Business, or (b) 10% of Business's weekly Gross Revenue.	See Remarks	From your death or disability or the death or disability of your last surviving owner (if you are a business entity), until a new Operations Manager assumes control, we may operate the Business, but will have no obligation to do so. If we do, then we will deduct our expenses from Business's Gross Revenues and pay ourselves the management fee shown in column 2. Management fee will be in addition to Continuing Royalties due us. We will remit any remaining funds to your Estate. Estate must pay us any deficiency in sums due us under Franchise Agreement within ten (10) days of our notifying Estate of deficiency. See Item 17.
Indemnification of Us	Varies	When incurred	You indemnify us from certain losses and expenses – see Section 8.10 of the Franchise Agreement.
Application of Funds	Varies	When payment received	We can apply your payments to the oldest obligation due.

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Attorneys' and Experts' Fees, Court Costs	The amount of these fees and costs are unknown and may vary depending upon factors such as the attorneys and experts selected and the court costs.	Promptly when due	See Note 5. If we incur attorneys' fees, costs, and expenses as a result of your failure to perform obligations, you must reimburse us whether or not legal proceedings are initiated.

### Notes

Unless otherwise stated, all fees on the table above are nonrefundable and the fee or its formula is uniformly imposed.

[1] If we develop additional proprietary products, equipment or services in the future as part of the System, you must buy such proprietary products from us, our affiliate or designee. We (or our affiliates or designees) will sell you proprietary products, equipment or services under terms we develop and advise you of periodically. We may earn a profit on the sale of such proprietary products, equipment or services to you. For example, we may in the near future add co-packed broth as a proprietary product you must purchase from us or our designated supplier(s), which may substantially increase your ongoing purchases of specified items.

If a state or local law where your Ivan Ramen Restaurant Business is located prohibits or restricts in any way your ability to pay and our ability to collect the Continuing Royalty, System Brand Contribution or any other applicable fees derived from the sale of alcoholic beverages at your Restaurant (an "Alcohol Restriction Law"), you will be required to pay whatever increased percentages of all Gross Revenues not deriving from the sale of alcohol are necessary so that the applicable fee you pay us in dollars equals the amount you would pay if you were not subject to an Alcohol Restriction Law.

[2] You agree to use proprietary software and software support services that either we develop and provide or which are provided by a third party supplier we designate, and you will execute any standard form software license agreement reasonably necessary to do so. You must use the software support services disclosed in Item 11. You pay for any future updates or revisions. You must buy new or upgraded programs and materials from us if we adopt them system-wide, at the prices we set. We do not know the cost of any future updates or revisions at this time. You will pay for new or updated programs and materials when you order them.

[3] Insurance premiums may vary widely by your location, creditworthiness and risk profile. You must maintain the insurance coverages and amounts disclosed in the Franchise Agreement, which are subject to change by us from time to time upon notice to you.

[4] If we audit your Business, and you understated the Gross Revenues on the monthly statements you submitted to us by 2% percent or more for any month or for the entire period, when compared with your actual Gross Revenues, then you must immediately pay us the cost of the audit and the additional amounts owing, plus interest at the highest legal rate or, if there is no maximum legal rate, then 4% percent above the prime rate. Otherwise we must pay the cost of the audit.

If you understated your Gross Revenues by 8% or more for any month or for the entire period, we can terminate the Franchise Agreement and you must pay the amount due, plus interest and the cost of the audit. If you understated your Gross Revenues by less than 2% percent for any month or for the entire period, you must immediately pay us the amount due, plus interest, but we will pay the cost of the audit.

The percentages described in this footnote are fixed and will not change during the term of the Franchise Agreement.

- [5] We can recover from you the cost of our reasonable attorneys' fees, experts' fees, court costs and all other expenses of litigation in any action instituted against you to secure or protect our rights under the Franchise Agreement, to enforce the terms of the Franchise Agreement, or in any action begun or joined in by you against us.

If we become a party to any proceeding brought against us by a third party relating to the Franchise Agreement, your franchised Business or your Ivan Ramen Restaurant as a result of any act or omission of yours or the franchised Business, or if we become a party to any litigation or insolvency proceeding involving you under any bankruptcy or insolvency code, then you must pay us our reasonable attorneys' fees, experts' fees, court costs, travel and lodging costs and all other expenses we incur.

If we terminate the Franchise Agreement for your default, or if you terminate the Agreement through non-payment (see Item 17, section d.), you must pay us all our expenses from your default or termination, including reasonable attorneys' and experts' fees.

**ITEM 7 ESTIMATED INITIAL INVESTMENT**  
**YOUR ESTIMATED INITIAL INVESTMENT\***  
**DEVELOPMENT OF ONE IVAN RAMEN RESTAURANT BUSINESS**

(1) Type of expenditure	(2) Amount	(3) Method of payment	(4) When due	(5) To whom payment is to be made
Initial Franchise Fee	\$35,000 See Item 5 and Note 1	Lump Sum	At signing of Franchise Agreement	Us
Training expenses	\$10,000 - \$15,000 See Note 2	As airlines, hotels, restaurants, etc. require	As airlines, hotels, restaurants, etc. require	Airlines, hotels, restaurants, etc.
Real property (whether purchased or leased)	\$60,000 - \$180,000 See Note 3	As landlord requires	As landlord requires	Landlord
Construction, remodeling, and leasehold improvements	\$500,000 - \$1,100,000 See Note 4	See Note 4	As supplier or landlord requires	Supplier or landlord
Office equipment and supplies, décor, furnishings and fixtures	\$75,000	As arranged	As incurred	Approved suppliers

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\* Unless otherwise stated, none of the expenses on this chart is fully refundable.

<b>(1) Type of expenditure</b>	<b>(2) Amount</b>	<b>(3) Method of payment</b>	<b>(4) When due</b>	<b>(5) To whom payment is to be made</b>
Computer hardware and software and point of sale system	\$3,600 See Note 5	As supplier requires	As supplier requires	Supplier
Inventory to begin operating	\$20,000 - \$27,000 See Note 6	As supplier requires	As supplier requires	Supplier
Security deposits, utility deposits, business licenses/permits, and other prepaid expenses	\$15,000 - \$25,000 See Note 7	As agency requires	As agency requires	Agency
Organizational expenses – professional fees, agreements and governmental filings	\$10,000 - \$15,000 See Note 8	As you agree with accountant/ attorney	As you agree with accountant/ attorney	Accountant/ Attorney
Uniforms	\$300 - \$500 See Note 9	As supplier requires	As supplier requires	Supplier
Signs	\$5,000 - \$10,000 See Note 10	As supplier requires	As supplier requires	Supplier
Insurance	\$55,000 - \$65,000 See Note 11	As agent requires	Before opening	Insurance Agent
Opening advertising	\$0 - \$15,000 See Note 12	As suppliers require	As suppliers require	Suppliers
Pre-opening payroll expenses	\$85,600 – \$116,000 See Note 13	As employees require (typically weekly)	As local laws require for paying employees	Employees
Additional funds (initial period – 3 months)	\$150,000 - \$300,000 See Note 14	As expenses occur and suppliers require	Payroll weekly, other purchases according to agreed-on terms	Employees, suppliers of goods and services
<b>TOTAL</b>	<b>\$1,024,500 to \$1,982,100</b>			

## Notes

- [1] See Item 5 which notes the Initial Franchise Fee is not refundable. None of the other fees shown on this table are refundable unless a supplier has a refund policy of which we are not aware. We do not finance any fee.
- [2] You pay all these expenses. The estimates provided here assume six initial trainees and that we choose to conduct the initial training at training facilities in New York City. We include the Initial Training Program for up to six (6) people before you open your franchised Restaurant, in the Initial Franchise Fee. The charge for additional (and subsequent) attendees is \$2,500 per person. You pay all your trainees' living and transportation expenses. Travel expenses depend on where your home base is located, whether you and your trainees can commute by car to our training base, and the number of people receiving the Initial Training Program. Lodging and food expenses depend on number of people being trained. See Item 11.
- [3] If you do not have acceptable space for your Restaurant, you will have to lease 2,500 to 3,500 square feet in a suitable commercial building for a Restaurant Location. Ivan Ramen Restaurant Locations are usually in high traffic urban areas with nightlife, but this will vary by market. Real estate values vary dramatically from region to region. This estimate is based on our experience renting space in New York City and paying 12 months of rent before opening; we do not have substantial experience elsewhere in the United States. Depending on the extent of delays you encounter due to permit requirements, necessary repairs and renovations of the space, and whether you are able to negotiate some rent-free pre-opening time period with your landlord, your costs may differ.. To estimate the purchase or rental expense for your Restaurant Location, apply the above square footage requirements to the local real estate rental costs in the area in your Territory where there are suitable buildings.
- [4] You may already have an appropriate Restaurant, or your cost of construction or leasehold improvement for your Restaurant may be minimal. The cost of construction or leasehold improvements will vary depending on your construction and renovation costs and how many of those costs the landlord will pay (if any). We will provide you with a sample layout for the interior of a typical Ivan Ramen Restaurant of the type that you will be operating and a set of typical preliminary plans and specifications for furniture, fixtures, equipment and/or décor for your type of Restaurant. You must employ architects, designers, engineers or others as necessary to complete, adapt, modify or substitute the layout, plans and specifications for the Restaurant, including any changes required by the landlord. Typically, you and the contractor you employ will negotiate a payment schedule. Generally, the landlord provides the space with demolition complete, exterior walls drywalled; an appropriate drop ceiling; working HVAC; and plumbing and electrical service to the space, or an equivalent amount of free rent to offset these costs. The contractor will install the leasehold improvements. Except for modifications that we require, you may not modify the design, plans, fixtures, equipment, signage or decor of your Restaurant at any time without our advance written permission.
- [5] This estimate includes \$3,000 to start and the first month's \$600 monthly fee for the point of sale hardware and software. You must purchase the required computer hardware, software, Internet connections and service, required dedicated telephone and power lines and other computer-related accessories, peripherals and equipment (the "computer and Point of Sale Systems"). You must obtain high-speed communications access for your computer and Point of Sale systems, such as broadband, DSL or other high-speed capacity. You must also maintain a functioning e-mail address for your Business. See Item 11.
- [6] The initial inventory to open your business includes our proprietary products (including noodles, dashi and miscellaneous specialty ingredients, miscellaneous soup concentrates), as well as all other food ingredients to complete all recipes in our menu book (which is part of our Brand Standards). You must purchase the initial inventory of our proprietary products

- from us at an estimated cost of ~~\$6,833~~7,333, as referenced in Item 6. This amount is included in the estimate in the table above.
- [7] Your landlord and utilities will set charges for security deposits and utility deposits. States and localities will set costs for permits and licenses (including alcoholic beverages licenses).
- [8] Actual cost depends on the work done by your accountant and attorney and their rates. We also strongly recommend that you seek the assistance of attorneys and accountants for the initial review and resulting advisories concerning this franchise opportunity, this Disclosure Document, and subsequently, the Franchise Agreement and, as applicable, the Area Development Agreement. It is also advisable to consult these professionals to review any lease or other contracts that you will enter into as a part of starting your Ivan Ramen Restaurant Business. The estimated rates in this chart are based upon professional fees typically charged in the New York City area. It is best to ask your professional advisors for a fee schedule before engaging them to perform any services on your behalf.
- [9] You must provide uniforms for your employees. You may buy uniforms from any source which meets our specifications – which are currently a particular form of T-shirt.
- [10] Depending on location, type and size of sign. Your signs must conform to specifications.
- [11] Estimated annual premium for required insurance coverage – see Item 6.
- [12] You are not required to expend any particular minimum amount on opening advertising or to promote the initial opening of your franchised Ivan Ramen Restaurant. However, it is typical for a restaurateur to expend some amount on such efforts, beginning approximately one month before the scheduled opening of the franchised Ivan Ramen Restaurant and continuing for one month after the opening, on local advertising and promotion, typically not to exceed \$15,000.
- [13] In compiling these estimates, we rely on our experience in operating and franchising businesses. The estimate of pre-opening payroll expenses is based on the following, which may differ widely for your franchised business depending on a multitude of factors such as prevailing wages; required wages under local laws and prevailing labor market conditions, including many in your discretion, such as how many people you put on payroll, doing what jobs, how much you pay them and for how long before you open: an Operations Manager for 2 months, at an annualized salary of \$65,000 - \$75,000 per year; a Chef for 2 months at an annualized salary of \$65,000 - \$75,000; a Sous Chef for 1.5 months at an annualized salary of \$65,000 - \$75,000; an Assistant General Manager for one month at an annualized salary of \$50,000 - \$60,000; 22 back-of-house staff for three weeks at \$16 – 22 per hour; and, front-of-house staff for 2 weeks at \$7.50 - \$15.00 per hour.
- [14] The estimate of additional funds for the initial phase of your Business is based on your staff salaries and operating (rent and inventory) expenses for the first three (3) months of operation. The estimate of additional funds does not include an owner's salary or draw. The additional funds required will vary, because other required expenses you will incur will vary by your area; how much you follow our methods and procedures; your management skill, experience and business acumen; the relative effectiveness of your staff; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period. You must provide security deposits for utilities and rent (and possibly for other items).

### YOUR ESTIMATED INITIAL INVESTMENT

#### (DEVELOPMENT OF THREE TO TEN IVAN RAMEN RESTAURANT BUSINESSES UNDER AREA DEVELOPMENT AGREEMENT)

(1) Type of expenditure	(2) Amount	(3) Method of payment	(4) When due	(5) To whom payment is to be made
Area Development Fee	\$115,000- \$350,000 See Item 5 and Note 1	Lump Sum	At signing of Area Development Agreement	Us
Professional Fees – Legal	\$2,000- \$5,000	As third party specified	As Incurred	Attorney/ Accountant
Additional total investment necessary to begin operation of one Restaurant (from the first Item 7 table above), minus the Initial Franchise Fee of \$35,000 which is credited in the Area Development Fee (immediately above)	\$989,500 to \$1,947,100	As specified by the various payees	As incurred	Various parties as applicable (us, suppliers, your advisors, other third parties, etc.)
<b>TOTAL</b>	<b>\$1,106,500 to \$2,302,100 (Notes 2 and 3)</b>			

- [1] The low end of the Area Development Fee is for the development of 3 Ivan Ramen Restaurant Businesses and the high end is for the development of 10 Ivan Ramen Restaurant Businesses (but this is not a maximum).
- [2] If you sign an Area Development Agreement with us, then you will pay an Area Development Fee to us in full when you sign the Area Development Agreement. The Area Development Fee is equal to (i) \$35,000 times the number of Ivan Ramen Restaurant Businesses that you commit to develop in the Area Development Agreement. Such fee, therefore, varies depending on the number of Ivan Ramen Restaurant Businesses you agree to open within your Development Territory (as defined in the Area Development Agreement). The Area Development Fee is fully earned when paid and it is not refundable under any circumstances.
- [3] For each franchised Ivan Ramen Restaurant Business you will operate under the Area Development Agreement, you must also make the initial investment described above at the start of Item 7 (Estimated Initial Development – Development of One Ivan Ramen Restaurant Business). The Area Development Fee you pay when signing your Area Development Agreement to develop Ivan Ramen Restaurants will be applied as a credit against the Initial Franchise Fee at the time the Franchise Agreement for each particular Restaurant is signed. The amounts in the charts above in this Item 7 may change, depending upon when you begin operation of each of your Ivan Ramen Restaurant Businesses, since costs of the items on the charts are likely to rise with the passage of time.

## ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase proprietary products from us or a supplier we designate. These products currently include noodles, dashi and miscellaneous specialty ingredients, and miscellaneous soup concentrates. Currently, the suppliers "Sun Noodles" and "Mutual Trading Company" (neither of whom are affiliated with us) are our designated suppliers for certain of these "co-packed" proprietary products, as detailed in our Brand Standards. However, we may add more proprietary products, services, and/or equipment to our System at any time and require that you purchase them from us or our designated suppliers, which we may change at any time. For example, we may in the near future specify a designated supplier(s) for co-packed broth. Our designated suppliers are currently the only approved suppliers for our proprietary products.

In addition, you must purchase your Point of Sale system from our designated supplier, which is currently Toast.

You must negotiate your own agreement with OpenTable for online reservation services at your Restaurant, at their current rates (which are typically 25 cents to \$1.50 per diner).

Currently there are no other items for which we or our affiliates or designees are approved suppliers or the only approved suppliers.

No officer of ours owns any interest in an approved supplier.

~~Since we have not yet, as of the date of this Disclosure Document, sold any Ivan Ramen Restaurant franchises in the United States, we~~We currently receive no revenues from sales of proprietary products to franchisees by us or a designee. Nor do we currently have any such arrangements in place. However, we reserve the right to receive revenues from this type of source in the future. We and/or our affiliates may derive revenue - - in the form of promotional allowances, volume discounts, commissions, other discounts, performance payments, signing bonuses, rebates, marketing and advertising allowances, free products, and other economic benefits and payments - - from suppliers that we designate, approve, or recommend for some or all Ivan Ramen Restaurants on account of those suppliers' prospective or actual dealings with your Restaurant and other Ivan Ramen Restaurants. That revenue may or may not be related to services we or our affiliates perform. All amounts received from suppliers, whether or not based on your or other franchisees' purchases from those suppliers, will be our and our affiliates' exclusive property, which we and our affiliates may retain and use without restriction for any purposes we and our affiliates deem appropriate. Any products or services that we or our affiliates sell you directly may be sold to you at prices exceeding our and their costs.

We do not currently have, but in the future may develop and require you to use, our own proprietary computer software programs. If we do so, the Initial Franchise Fee will include the purchase price and you will be required to pay for any future updates or revisions. We have received no revenues from sales of software updates or revisions to franchisees, but we will receive revenues from this source in the future.

~~Since we have not previously sold Restaurant franchises in the United States and because~~Because we do not currently provide any software support ourselves, we currently receive no revenues from sales of software support services to franchisees. However, we reserve the right to receive revenues from this source in the future if we develop software support capabilities and add that as part of the System.

Currently there are no items which you must buy from suppliers named or approved by us, except the proprietary products, and the computer and POS systems described above.

You must purchase the required insurance in minimum coverages and amounts we specify to you in writing from time to time, which currently include the types of insurance disclosed in the Franchise Agreement, specifically: (1) Broad form comprehensive general liability coverage of at least \$1,000,000 aggregate and at least \$500,000 per occurrence, such insurance to embrace (without limitation) claims for personal injury, bodily injury, and property damage. This insurance may not

have a deductible or self-insured retention of over \$5,000; (2) Fire and extended coverage insurance on your Restaurant and property in an amount adequate to replace them in case of an insured loss; (3) Business interruption insurance in sufficient amounts to cover your Restaurant rental expenses, maintenance of competent personnel and other fixed expenses for a minimum of 120 days; (4) If any vehicle is operated in connection with the Business, automobile liability insurance (including coverage for all owned, non-owned, leased or hired vehicles) with minimum limits of liability in the greater of (a) the greatest amount required by any applicable federal, state or local law, or (b) \$1,000,000 for each person killed or injured and, subject to that limit for each person, a total minimum of \$2,000,000, along with a minimum limit of \$3,000,000 for injury, destruction or loss of use of property of third persons as a result of any one accident; (5) Workers' compensation, employer's liability and any other employee insurance required by any applicable federal, state or local law, rule or regulation (but in no event less than \$1,000,000 for employer's liability insurance); (6) employment practices liability insurance coverage of at least \$250,000; (7) In connection with the construction, refurbishment, renovation, remodeling or upgrading of your franchised Restaurant, builders' and/or contractor's insurance (as applicable) and performance and completion bonds in forms and amounts acceptable to us; and, (8) Insurance coverage of such types, nature and scope sufficient to satisfy your indemnification obligations under this Agreement.

You must participate in, and comply with the requirements of, any gift card, gift certificate, customer loyalty or retention program that we (or our affiliates) implement, at your expense, for all or part of our franchise system and shall sign the forms and take the other action that we require in order for you to participate in such programs. Without limitation, you must honor coupons, gift cards, gift certificates, or vouchers sold or distributed by other Restaurants and must utilize a vendor approved by us for gift card processing. You may not offer any coupon without our prior written approval.

We will provide you with specifications governing the minimum standards of certain products, services or equipment you procure from unrelated third parties in our Brand Standards or in other written notices we transmit to you. We may modify our specifications in writing, and may add new specifications in writing. You may purchase these items from any supplier whose product, service or equipment meets our specifications. You must require all of your advertising, promotional materials, signs, decorations, paper goods (including disposable food containers, napkins, menus, and all forms and stationery used in or by your franchised Business), and all other items we may designate, to feature and bear the Proprietary Marks in the form, color, location and manner we prescribe.

We issue and modify specifications in writing, through our Brand Standards or other written notices to franchisees.

We do not maintain written criteria for approving suppliers, and thus these criteria are not available to you or your proposed supplier. If we name a supplier for a product or service, you may contract with an alternative supplier if you meet our criteria. To obtain our written approval for the alternative supplier:

- You must submit a written request to us for approval of the supplier.
- The supplier must meet our specifications to our reasonable satisfaction.
- The supplier must demonstrate to our reasonable satisfaction that it is in good standing in the business community for financial soundness and reliability of its product or service.

We may test, at your expense, the product or service of any supplier you propose, whether or not the supplier is then approved by us. We will give you notice of our approval or disapproval within 30 days. If we test the product or service, the cost to you of testing will range from \$1,000 to \$1,500, depending on the nature and complexity of the testing necessary for the product or service. If we revoke approval of any supplier, we will give you written notice (in our Brand Standards or otherwise).

We currently negotiate no purchase arrangements with suppliers for the benefit of franchisees. There are no purchasing or distribution cooperatives. We provide you with no material benefits (such as granting additional franchises) based on your use of designated or approved sources. We and our

affiliates receive no payments or rebates from any supplier, nor do we or our affiliates receive any special discount on purchases from any supplier for ourselves or themselves, in connection with purchases from our franchisees.

We estimate that the required purchases described above are 1% to 5% of the cost to establish a franchised Ivan Ramen Business and approximately 5% to 10% of operating expenses.

## ITEM 9 FRANCHISEE'S OBLIGATIONS

**This tables list your principal obligations under the Franchise Agreement, Area Development Agreement and other agreements. The tables will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.**

### Franchise Agreement:

Obligation	Section of Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Article 6 of Franchise Agreement, Exhibits A, C	Items 7 and 11
b. Pre-opening purchases/leases	Sections 8.01, 8.08, 9.01 of Franchise Agreement	Items 6, 7, 8 and 11
c. Site development and other pre-opening requirements	Article 6 of Franchise Agreement	Item 7
d. Initial and ongoing training	Sections 7.02 - 7.04 of Franchise Agreement	Item 11
e. Opening	Section 8.01 of Franchise Agreement	Item 11
f. Fees	Article 5, Section 10.01, 13.01, 14.04 of Franchise Agreement	Items 5, 6, and 7
g. Compliance with standards and policies/Operating Manual	Articles 8 - 12 of Franchise Agreement	Items 7, 8, 11, 15 and 16
h. Trademarks and proprietary information	Articles 12, 15 and 18 of Franchise Agreement	Items 13 and 14
i. Restrictions on products/services offered	Sections 3.02, 3.03 and 8.08 of Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Not applicable	Not applicable
k. Territorial development and sales quotas	Section 3.04(b)	Item 12
l. Ongoing product/service purchases	Section 8.08 of Franchise Agreement	Items 6 and 8

	<b>Obligation</b>	<b>Section of Franchise Agreement</b>	<b>Disclosure Document Item</b>
m.	Maintenance, appearance and remodeling requirements	Sections 6.03, 6.05 and 6.06, 13.01, and 14.04 of Franchise Agreement	Item 11
n.	Insurance	Article 9 of Franchise Agreement	Item 8
o.	Advertising	Article 10 of Franchise Agreement	Item 11
p.	Indemnification	Section 8.10 of Franchise Agreement	Item 6
q.	Owner's participation/management/staffing	Sections 8.07 and 8.18 of Franchise Agreement	Item 15
r.	Records and reports	Article 11 and Sections 5.05, 8.17, 8.26 of Franchise Agreement	Item 6
s.	Inspections and audits	Sections 8.11, 11.02 of Franchise Agreement	Item 6
t.	Transfer	Article 14 of Franchise Agreement	Item 17
u.	Renewal	Article 13, Section 4.02 of Franchise Agreement (Successor Term)	Item 17
v.	Post-termination obligations	Articles 18, 19 of Franchise Agreement	Item 17
w.	Non-competition covenants	Article 12 and Exhibit E of Franchise Agreement	Item 17
x.	Dispute resolution	Articles 22-25, 28, 30-34 of Franchise Agreement	Item 17
y.	Personal guarantee	Section 31.02 and Exhibit F of Franchise Agreement	Item 15
z.	Comply with coupons, gift certificates and voucher programs	Section 8.26 of Franchise Agreement	Items 8 and 11

## Area Development Agreement

	<b>Obligation</b>	<b>Section in Area Development Agreement</b>	<b>Item in Disclosure Document</b>
a.	Site selection and acquisition/lease	Article 3 and Exhibit A	Items 7 and 12
b.	Pre-opening purchases/leases	Not applicable	Items 6, 7, 8 and 11
c.	Site development and other pre-opening requirements	Articles 6, 8, and 9	Items 7, 12
d.	Initial and ongoing training	Section 8.01	Item 11
e.	Opening	Section 6.01	Item 11
f.	Fees	Articles 5 and 9	Items 5, 6 and 7
g.	Compliance with standards and policies/Operating Manuals	Article 9	Items 7, 8, 11, 15 and 16
h.	Trademarks and proprietary information	Articles 10, 11 and 13, Exhibits B, C and D	Items 13 and 14
i.	Restrictions on products/services offered	Articles 3, 9	Items 8 and 16
j.	Warranty and customer service requirements	Not applicable	Not applicable
k.	Territorial development and sales quotas	Article 6	Item 12
l.	Ongoing product/service purchases	Not applicable	Not applicable
m.	Maintenance, appearance and remodeling requirements	Not applicable	Not applicable
n.	Insurance	Not applicable	Not applicable
o.	Advertising	Not applicable	Not applicable
p.	Indemnification	Section 9.03	Item 6
q.	Owner's participation/management/staffing	Section 9.06	Item 15
r.	Records and reports	Section 9.04	Not applicable
s.	Inspections and audits	Not applicable	Not applicable
t.	Transfer	Article 12	Item 17
u.	Renewal	Not applicable	Item 17
v.	Post-termination obligations	Articles 15, 16	Item 17

<b>Obligation</b>	<b>Section in Area Development Agreement</b>	<b>Item in Disclosure Document</b>
w. Non-competition covenants	Article 11	Item 17
x. Dispute resolution	Article 18	Item 17
y. Other: Guarantee	Section 18.15, Exhibit D	Item 15

**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 – Area Development Agreement:**

If you sign an Area Development Agreement with us, then, under the Area Development Agreement, we will:

- (1) Designate your Development Territory, the number of Businesses you will open, and the development schedule setting the timetable you will follow for opening the Businesses, based on our mutual agreement. (Area Development Agreement, Sections 3.01 and 6.01) You and we will decide on your Development Territory together, considering factors such as the general locations and neighborhoods and proximity to customers in the Development Territory we are considering; traffic patterns in the Development Territory; co-tenant attractiveness in the sites available in the Development Territory; size of the available spaces in the Development Territory; age and condition of the buildings in which the Restaurant Locations might be situated in the Development Territory being considered; the availability of locations and necessary zoning in the Development Territory; and, the location of competitors in the Development Territory. In deciding on the number of Ivan Ramen Restaurant Businesses and the development schedule for opening them, you and we will consider factors such as the potential total number of Businesses in the Development Territory; how aggressive the opening schedule should be; your experience, if any, in the industry; your experience in franchising; and, the capital commitment you are able and willing to make. If you and we do not agree on the Development Territory or the number of Restaurants to be opened and the development schedule, then you and we will not sign an Area Development Agreement. We do not approve or disapprove of the sites for your Restaurant Locations under the Area Development Agreement; we do this under, and pursuant to the terms and conditions set forth in, the unit Franchise Agreement and in accordance with our then-current standards imposed in connection with same.
- (2) Under the Unit Franchise Agreements, approve or disapprove the sites you propose for your Restaurant Locations within your Development Territory, perform the training, instruction, assistance and other activities and services for which the Franchise Agreements provide. (Area Development Agreement, Section 8.01).

**Pre-Opening Obligations – Franchise Agreement:**

Before you open your Restaurant, we will:

- (1) Designate your Territory. (Franchise Agreement, Section 3.01 and Exhibit A)

- (2) Approve or disapprove a site for your Restaurant Location. We do not currently own sites for leasing to franchisees. You select the site for your Restaurant Location in your Territory. We approve or disapprove your proposed site. We have 3 weeks do so after you present the site to us. (Franchise Agreement, Section 6.01) If you and we cannot agree upon a Restaurant Location within two (2) months following the date we sign the Franchise Agreement, and you have not secured the site within 30 days after our approval of it, then we can terminate the Franchise Agreement, and if we do so, then we will not refund your Initial Franchise Fee. (Franchise Agreement, Section 6.01)

We may require you to submit maps, completed checklists, photographs, copies of proposed leases, diagrams of the premises with measurements and other information and materials which we may reasonably require to evaluate your proposed Restaurant Location. We may visit your proposed Restaurant Location but the Franchise Agreement does not require us to do so. (Franchise Agreement, Section 6.01)

We consider the following factors in approving sites: the size of your Territory; the market potential and estimated volume of your Business; the general location and neighborhood and nearness to customers; store visibility; traffic patterns; co-tenant attractiveness; size of the space; age and condition of the shopping center or building; the location and convenience of entrances; the availability of parking; the availability of locations and necessary zoning; the location of competitors; expected overhead; lease terms; and, traffic patterns.

- (3) Approve or disapprove the lease or purchase agreement for the Restaurant Location within twenty (20) business days after we receive it. If we do not communicate our approval or disapproval to you in that time, and if the Lease is accompanied by a rider containing the required provisions of Exhibit C to the Franchise Agreement, the agreement is approved. (Franchise Agreement, Section 6.02)
- (4) Review your final plans and specifications for the Restaurant promptly and approve or provide comments on the plans and specifications to you. You may not commence construction of the Restaurant until we approve the final plans and specifications in writing. We may provide you with the names of designated or approved suppliers and specifications for some items of the design, construction, furniture, fixtures, equipment and decoration of the Restaurant. (Franchise Agreement, Section 6.03 and 6.04) The Franchise Agreement does not require us to provide assistance with conforming the premises to local ordinances and building codes and obtaining any required permits, and/or constructing, remodeling, or decorating the premises.
- (5) Specify the electronic and/or written accounting and management information systems (MIS), point of sale (POS) systems, procedures, formats and reporting requirements which you will use to account for your Business; maintain your financial records and merchandising data; and, generate reports for both you and us. (Franchise Agreement, Sections 5.06 and 8.08)
- (6) Lend you a copy of the Confidential operating manuals (the "Brand Standards"). You must strictly comply with the Brand Standards in operating your Business. We can change the Brand Standards, and you must comply with these changes when you receive them, but they will not materially alter your rights and obligations under the Franchise Agreement. (Franchise Agreement, Section 7.01)

The following is the Table of Contents of our operating manual as of the date of this disclosure document:

Brand Standards Manual:

TOPIC	NUMBER OF PAGES
Preface and Introduction	5

<b>TOPIC</b>	<b>NUMBER OF PAGES</b>
Ivan Ramen Brand History	8
Services and Pricing	3
Front of House Service and Standards	12
Back of House	20
Safety and Security	23
Human Resources	30
Financial Management	10
Marketing	40
Appendix Forms	15
<b>TOTAL PAGES</b>	<b>166</b>

Start Up Manual:

<b>TOPIC</b>	<b>NUMBER OF PAGES</b>
During Site Selection Weeks	7
Lease and Build-Out Approval Process	6
Administrative Preparation	7
From Lease Signing to Opening	15
Appendix Forms	10
<b>TOTAL PAGES</b>	<b>45</b>

- (7) Furnish you with any written specifications for required products and services (Franchise Agreement, Section 8.08) The Franchise Agreement does not require us to deliver or install any required equipment, signs, fixtures, opening inventory, or supplies.
- (8) If we develop one, furnish you with our proprietary computer software program. See below in this Item 11. (Franchise Agreement, Section 8.08)
- (9) Identify to you the supplier from whom you must purchase our proprietary products. (Franchise Agreement, Section 8.08)
- (10) Approve or disapprove any advertising, direct mail, identification and promotional materials and programs you propose within ten (10) business days of receipt. If we do not respond within 10 business days, the material is disapproved. (Franchise Agreement, Section 10.02)
- (11) Furnish requirements for the selection, training and duties of your personnel and Operations Manager(s). (Franchise Agreement, Sections 8.07, 8.18)
- (12) If we determine to do so, exercise rights concerning franchisee pricing of products and services to the fullest extent permitted by then-applicable law. These rights may include, for example prescribing the maximum and/or minimum retail prices which you may charge customers; recommending the prices you charge customers; advertising specific retail prices for some or all products or services sold by your franchised Restaurant, which prices you will

be compelled to observe; engaging in marketing, promotional and related campaigns which you must participate in and which may directly or indirectly impact your retail prices; and, otherwise mandating, directly or indirectly, the maximum and/or minimum retail prices which your franchised Restaurant may charge the public. We may do so only in certain geographic areas (cities, states, regions) and not others, or with regard to certain groups of franchisees and not others. Any maximum, minimum or other prices we prescribe or suggest may or may not optimize the revenues or profitability of your franchised Restaurant. (Franchise Agreement, Section 7.07)

- (13) With respect to the preparation for opening and opening of your Restaurant, we will provide a chief management level employee of ours or another senior representative of ours, for up to five (5) business days, to assist you with such on-site pre-opening as well as opening assistance as we deem appropriate and advisable in our business judgment; provided, that: (a) we shall have the right to determine to provide the pre-opening portion of such "on-site" assistance at a location other than your Location (such as our own affiliated-owned Restaurant or our training facilities in New York City), require you to travel to such location for such purpose at your own cost and expense, and to have such training or assistance have such duration as we determine (but not more than five business days); and (b) you must also reimburse us for any related expenses incurred by our representatives in providing such assistance to you, such as their costs of travel, lodging, and meals. Beyond the foregoing, if you request our further pre-opening and opening assistance, or we otherwise deem such assistance appropriate, we may charge a reasonable fee for our services, in addition to requiring you to pay or reimburse us for any expenses incurred by our employees or representatives. After any pre-opening and opening assistance we provide, you may request on-site training or assistance at any time in accordance with guidelines we may specify in the Brand Standards or otherwise. We will not be obligated to provide such on-site training or assistance, but if we elect to do so, we may impose a fee for each day of on-site training or assistance we agree to provide, up to \$2,500 per day. The timing of all such additional on-site advice, consultation and training provided will be subject to the availability of our personnel and our business judgment. (Franchise Agreement, Section 7.03)
- (14) Once we receive your request to open your Restaurant, we will notify you in writing whether or not the Restaurant meets our standards and specifications. (Franchise Agreement, Section 8.01)

### **Obligations After Opening**

During the operation of the franchised business, we will:

- (1) Furnish you with the field support services, supervision and/or assistance that we consider advisable through on-site visits, off-site sessions, telephonic, electronic or other communication modes. You may also at any time communicate with our headquarters for consultation and guidance with respect to the operation and management of your Ivan Ramen Restaurant. The timing of these services will be subject to the availability of our personnel. (Franchise Agreement, Section 7.05)
- (2) Approve or disapprove any advertising, direct mail, identification and promotional materials and programs you propose within ten (10) business days of receipt. If we do not respond within ten (10) business days, the material is disapproved. (Franchise Agreement, Section 10.02)
- (2) Furnish you with any specifications for required products and services. (Franchise Agreement, Section 8.08)
- (3) Specify to you the approved suppliers from whom to purchase our proprietary products. (Franchise Agreement, Section 8.08.)

- (4) Continue, if we determine to do so, to engage in the pricing activities described above in this Item 11. (Franchise Agreement, Section 7.07)
- (5) Furnish requirements for the selection, training and duties of your personnel and Operations Manager(s). (Franchise Agreement, Sections 8.07 and 8.18)

## **Advertising**

### ***Advertising Cooperatives***

There are no advertising cooperatives. The Franchise Agreement does not give us the power to require advertising cooperatives to be formed, changed, dissolved or merged.

### ***System Brand Fund and Regional Brand Fund***

We will notify you in writing of the starting date and amount of your System Brand Fund Contributions and/or Regional Brand Fund Contributions, if we form a System Brand Fund and/or a Regional Brand Fund (as applicable, the "Fund"). (Franchise Agreement, Section 10.01.)

We will direct all advertising programs and control the creative concepts, materials and media used, media placement and allocation. We need not make expenditures for you which are equivalent or proportionate to your contributions. We need not ensure that any particular franchisee benefits directly or proportionately from Fund advertising. The Fund is not a trust and we are not a fiduciary.

The Fund may be used to meet all costs of administering, directing, preparing, placing and paying for national, regional or local advertising. This includes: television, radio, magazine, newspaper and worldwide web/internet advertising campaigns; other advertising, marketing and public relations materials; point-of-purchase materials; consumer research, interviews and related activities; the creation, maintenance and periodic modification of the Ivan Ramen website;; reviewing any advertising material you propose to use (as provided below); search engine optimization; establishing a third party facility for customizing local advertising materials; accounting for Ivan Ramen Fund receipts and expenditures; attendance at industry related conventions, shows or seminars; advertising at sports events; mailers, door hangers, freestanding inserts/coupons, brochures and sponsorships; mystery shoppers (both for the Ivan Ramen System and for competitive networks or units); celebrity endorsements; other activities that we believe are appropriate to enhance, promote and/or protect the Ivan Ramen System; and, engaging advertising agencies to assist in any or all of the above activities, including fees to have print, broadcast and/or internet advertising placed by an agency, and all other public relations and advertising agency fees.

We need not maintain the money paid by franchisees to the Fund and income earned by the Fund in a separate account, but we may not use this money for any purposes other than those provided for in the Franchise Agreement. We can spend money from the Fund for our reasonable administrative costs and overhead for activities reasonably related to the administration of the Fund and advertising programs for franchisees, including, for example, preparing marketing and advertising materials; working with advertising agencies, advertising placement services and creative talent; preparing an accounting of contributions to the Fund and the annual statement of Fund contributions and expenditures described below; and, otherwise devoting our personnel, resources and/or funds for the benefit of the Fund. Our right to expend monies from the Fund to reimburse us for these activities does not include any advertising agency fees which the Fund must pay to secure the services of an advertising agency or to have print, broadcast or internet advertising placed by an agency.

Within sixty (60) days following the close of our fiscal year, we will prepare (but not audit) a statement detailing Fund income and expenses for the fiscal year just ended. We will send you a copy of this statement upon request.

We will spend most contributions to the Fund for advertising purposes during the fiscal year in which the contributions are made. If not all advertising funds are spent in the fiscal year in which they accrue, we will use the remaining amount in the future for the benefit of the franchisees and the

System. If franchisees request, we will provide them with an annual accounting of how advertising funds are spent, as stated in the paragraph immediately above.

We can use whatever media, create whatever programs and allocate advertising funds to whatever regions or localities we consider appropriate. The allocation may include rebates to individual franchisees of some or all of their Fund contributions for local advertising expenditures if, in our judgment, our national or regional advertising program or campaign cannot effectively advertise or promote in certain regions or communities. If we determine that the total Ivan Ramen Fund Contributions collected from all Ivan Ramen franchisees and company-owned units is insufficient to sustain a meaningful regional or national advertising campaign, we may rebate all or a portion of the Fund contributions to franchisees and our (or our affiliates') company-owned units on a proportionate basis. You must spend any rebate on the types of local advertising and media that we determine (or, if we direct, in accordance with the local advertising and promotion requirements of the Franchise Agreement) according to a plan and budget we review and approve in advance. You must document all rebate advertising expenditures to us in a monthly rebate advertising expenditure report form.

The Fund will not be used for any activity whose sole purpose is the sale of franchises. However, the design and maintenance of our Web site (for which Fund monies may be used) may include information and solicitations for prospective franchisees and public relations and community involvement activities which may result in greater awareness of the Ivan Ramen brand and the franchise opportunity.

Although we intend the Fund to be perpetual we can terminate the Fund. We will not terminate the Fund until it has spent all money in the Fund for advertising and promotional purposes.

Each Ivan Ramen Business which we or our affiliates may in the future establish and operate will contribute to the Fund a percentage of its Gross Revenues identical to the percentage which then prevails for Ivan Ramen franchisees. The franchisee could be required to contribute up to 1.5% of Gross Sales to the Fund.

As of the issuance date of this Disclosure Document, we have not yet established a System Brand Fund or Regional Brand Fund. Therefore, we cannot yet report any figures regarding what percentages, during our most recently concluded fiscal year, we spent of the Fund on any particular type(s) of expenditures.

### ***Advertising Council***

There is no advertising council composed of franchisees. The Franchise Agreement does not give us the power to form, change, or dissolve a franchisee advertising council.

### ***Other Advertising Information***

There is no obligation for us to maintain any advertising program or to spend any amount on advertising in your area or territory. We currently advertise using internet (but may in the future also use print, radio and television or other media), with local, regional and national coverage. We currently employ both an in-house advertising department and we may, in the future, utilize national or regional advertising agencies or services.

You may develop advertising materials for your own use, at your own cost. As stated above, we must approve these advertising materials in advance and in writing, but if we do not respond within ten (10) business days after receiving your proposed advertising material, the material is disapproved.

You must promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from us.

### ***Web Sites/Social Media***

Regarding website domains devoted to any Ivan Ramen Business(es), we alone will own and control the uniform resource locators ("URLs") of such website domains. We may establish one or more such websites accessible through one or more URLs and, if we do, we will design and provide for the benefit of your franchised Business a "click through" subpage at each such website for the

promotion of your particular Restaurant. If we establish one or more websites or other modes of electronic commerce and if we provide a “click through” subpage at each such website for the promotion of your Restaurant, you must routinely provide us with updated copy, photographs and news stories about your franchised Business suitable for posting on your Business’s “click through” subpage, the content, frequency and procedure of which will be specified in our Brand Standards. Any websites or other modes of electric commerce that we establish or maintain may – in addition to advertising and promoting the programs, products, or services available at Businesses – also be devoted in part to offering Ivan Ramen Restaurant and possibly other Ivan Ramen-branded franchises for sale and be utilized by us to exploit the electronic commerce rights which we alone reserve.

You may not maintain your own website / URL / domain for your Restaurant or Business. Unless we provide our advance written approval in each instance and subject to our continuing right to withdraw such approval at any time, you may not create your own online social media page(s) for your Restaurant or Business or otherwise maintain a presence or advertise on the internet through your own social media page or in any other mode of electronic commerce in connection with your franchised Business, including through the use of a page or profile on a social media website such as Instagram, TikTok, Facebook, Snapchat or Twitter; and/or establish a link to any website we establish at or from any such social media page. However, we may establish a social media page or other channels of online promotion which may feature your Restaurant, in which case, we may require you to furnish us regularly with local content for publishing or posting on any social media page we create. Such content you provide to us must be in line with our Brand Standards, must be regularly and frequently updated with new content, and must always be in full compliance with our social media policy in our Brand Standards.

We may require you to provide us with professional grade photographs pertaining to your Restaurant, for use in our main advertising channels (including social media). The rights to such photographs must be assigned to us or be provided on a royalty-free, worldwide, perpetual basis. If you do not have the capacity to produce such photographs yourself, you must hire a professional photographer to do so, and if you are contributing to our System Brand Fund or Regional Brand Fund at such time, you may deduce from your regular contribution(s) your cost of hiring such a photographer for such purpose.

We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any Ivan Ramen website or social media page we establish and maintain or you establish and maintain, including any and all material you may furnish to us as provided above. Ownership of the URL (uniform resource locator) and other identifiers associated with any such web site or social media page shall vest exclusively in us.

We may (but are not obligated to), in our sole business judgment, at any time establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee e-mail or other electronic messages, System discussion forums and systemwide communications (among other activities) can be effected.

### **Computer and Point of Sale System**

Before the commencement of operation of the franchised Restaurant you must purchase the required computer hardware, software, Internet connections and service, required dedicated telephone and power lines and other computer-related accessories, peripherals and equipment (the “computer and Point of Sale systems”). You must obtain high-speed communications access for your computer and Point of Sale systems, such as broadband, DSL or other high-speed capacity. You must also maintain a functioning e-mail address for your Business and such wi-fi service for your customers as we may designate the Brand Standards.

Despite the fact that you agree to buy, use, and maintain the computer and Point of Sale systems according to our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the computer and Point of Sale

systems; (2) the manner in which your computer and Point of Sale systems interface with our and any third party's computer system; and (3) any and all consequences if the computer and Point of Sale systems are not properly operated, maintained, and upgraded.

You must provide all assistance we require to bring your computer and Point of Sale systems on-line with our headquarters computers at the earliest possible time and to maintain this connection as we require. You must input and maintain in your computer and Point of Sale systems all data and information which we prescribe in our Brand Standards, in our proprietary software and manuals (if any), and otherwise. We may retrieve from your computer and Point of Sale systems all information that we consider necessary, desirable or appropriate. We will bear the telephone costs of this information retrieval. You must accurately, consistently and completely record, structure, capture and provide through the computer and Point of Sale systems all information concerning the operation of the franchised Business that we require, in the form and at the intervals that we require, and allow us independent access to such data, such as data on your purchases and on your sales by day-part. We may also from time to time adjust requirements pertaining to capturing and relaying to us customer information and data. There are no contractual limitations on our right to access the information in your computer and Point of Sale systems.

If we develop any proprietary software as part of the System, you must use our proprietary software programs and sign our standard form Software License Agreement (Exhibit D to the Franchise Agreement) when you sign the Franchise Agreement. The Initial Franchise Fee includes the purchase price. You pay for any future updates or revisions. You must buy new or upgraded programs and materials from us if we adopt them system-wide, at the prices we set (separate and apart from any System Technology Fee we may require from time to time). You agree to use proprietary software and software support services that either we develop and provide or which are provided by a third party supplier we designate, and you will execute any standard form software license agreement reasonably necessary to do so. The current expense required to obtain the required POS software from Toast (a third-party, unaffiliated, designated supplier) is set forth in Item 6. You agree to purchase from us or our designee, as applicable, new, upgraded or substitute proprietary software whenever we determine to adopt them systemwide, at the prices and on the terms that we or such third party vendor establish. You will pay for new or updated programs and materials when you order them. (Franchise Agreement, Section 8.08)

If we or our affiliates implement any gift card, gift certificate, customer loyalty or retention program, you must purchase any required software, hardware or materials to participate in that program that meets our specifications. (Franchise Agreement, Section 8.26)

The following is a general description of our computer and Point of Sale systems: a Restaurant will typically require four POS terminals (though it may vary by Restaurant size), all provided by Toast, and with credit card merchant vendor processing capabilities as provided only by Toast, in order to charge customers, input and record their orders, keep the necessary records of all purchases made and sales records by day/hour part, mix of items sold, and labor tracking. The computer and POS systems will cost approximately \$3,600 - - which estimate includes \$3,000 to start and the first month's \$600 monthly fee for the point of sale hardware and software. If the franchisee purchases additional terminals the cost is approximately \$1,200 more.

You must keep your computer and Point of Sale systems in good maintenance and repair. If we run tests and determine that the installation will benefit you and us, you must install (at your own expense) whatever additions, changes, substitutions and replacements to your computer hardware, software, telephone and power lines, etc. we direct. You must install these items when we direct. You will pay for these items at the time and upon the terms that the sellers specify. There is no contractual limit on our ability to require you to upgrade the system, add components to the system and replace components of the system. You must incur the costs of obtaining computer hardware and software comprising the computer and Point of Sale systems or required service or support (which might include fees payable to us and/or our affiliates). Even though we cannot estimate these future costs (because technology in the industry may change rapidly) and even though these costs

might not be fully amortizable over the Franchise Agreement's remaining term, we estimate that these future costs will mainly be covered by the monthly fee stated above for the point of sale hardware and software. We have no obligation to reimburse you for any computer and Point of Sale systems costs.

We have no contractual obligation for maintenance, repairs, updates and upgrades to your computer and Point of Sale systems.

**Training**

After you obtain your Restaurant Location and at least 3 weeks (but no more than 2 months) before the opening of your Ivan Ramen Business, we will provide our Initial Training Program to you and your Operations Manager, Trainer, and Chef. Additionally, if you have signed an Area Development Agreement, your Area Business Manager must also attend and successfully complete our Initial Training Program prior to the opening of your Ivan Ramen Restaurant Business. The following is description of our Initial Training Program (currently 5 days in length) as of the date of issuance of this Disclosure Document:

**TRAINING PROGRAM**

<b>Subject</b>	<b>Hours Of Classroom Training</b>	<b>Hours Of On-The-Job Training</b>	<b>Location</b>
Intro to Ramen and Ivan Ramen	2	0	Training facility we choose (currently, our affiliate's restaurant in New York, NY)
Prep Training	0	<del>20</del> 40	Training facility we choose (currently, our affiliate's restaurant in New York, NY)
Line Training	0	<del>20</del> 40	Training facility we choose (currently, our affiliate's restaurant in New York, NY)
Ingredients	2	0	Training facility we choose (currently, our affiliate's restaurant in New York, NY)
Inventory	2	0	Training facility we choose (currently, our affiliate's restaurant in New York, NY)
Negi Machine	0	1	Training facility we choose (currently, our affiliate's restaurant in New York, NY)
Front of House Training	0	10	Training facility we choose (currently, our affiliate's restaurant in New York, NY)
Host	0	8	Training facility we choose (currently, our affiliate's restaurant in New York, NY)

Subject	Hours Of Classroom Training	Hours Of On-The-Job Training	Location
Server	0	8	Training facility we choose (currently, our affiliate's restaurant in New York, NY)
Manager on Duty	0	20	Training facility we choose (currently, our affiliate's restaurant in New York, NY)
Point of Sales (POS) Training	1	0	Training facility we choose (currently, our affiliate's restaurant in New York, NY)
Business Administration and Financial Management	4	0	Training facility we choose (currently, our affiliate's restaurant in New York, NY)
Human Resources	4	0	Training facility we choose (currently, our affiliate's restaurant in New York, NY)
Marketing, Advertising and Promotion	4	0	Training facility we choose (currently, our affiliate's restaurant in New York, NY)
Total	19	<del>87</del> <u>127</u>	Training facility we choose (currently, our affiliate's restaurant in New York, NY)

We conduct the Initial Training Program approximately two times a year (or more frequently, if needed) at our headquarters offices, Restaurant and/or other facilities in New York City. The instructional materials consist of our Brand Standards in print and digital copy, including photos, recipes, and videos. The minimum experience of the instructors in the field relevant to the subject taught is one year, and the minimum experience of the instructors in our operations is one year.

The Initial Training Program is mandatory for the franchisee (if an individual) and your Operations Manager, Trainer and Chef. The Initial Franchise Fee includes the cost of the Initial Training Program for six people, including you (if the franchisee is an individual) and your Operations Manager, Trainer and Restaurant Chef.

You (if an individual) and your Operations Manager, Trainer and Chef must attend and complete the Initial Training Program to our satisfaction. If you or your Operations Manager, Trainer or Chef fails to successfully complete the Initial Training Program, then the person who failed can re-enroll in our next scheduled Initial Training Program at no additional charge. We can terminate the Franchise Agreement if the person fails to successfully complete the Initial Training Program again. If we terminate the Franchise Agreement, we will not refund the Initial Franchise Fee.

Any Operations Managers, Trainers, or Chefs you appoint after the opening of your Ivan Ramen Business must attend and successfully complete our next scheduled Initial Training Program at a charge by us to you of \$2,500 per person for training additional or subsequent trainees.

You can request on-site training and/or assistance at any time. We will provide it at our option, but the franchise agreement does not require us to provide it. The timing of all on-site and off-site advice,

consultation and training (after the Initial Training Program) will be subject to the availability of our personnel.

We may from periodically conduct an annual conference, convention or training session. We will determine the duration, curriculum and location of these. You (if an individual) and your Operations Manager must attend each annual conference, convention or training session.

You must pay all the expenses incurred by your trainees or attendees in connection with the Initial Training Program and any other training, conferences, conventions or other meetings your trainees attend, including, for example, their salaries, transportation costs, meals, lodging and other living expenses. (Franchise Agreement, Section 7)

### **Time to Open**

You must open your Restaurant within 15 months after we sign your Franchise Agreement. We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of your Ivan Ramen business is 12 months. Factors affecting time include attendance at and satisfactory completion of our Initial Training Program, obtaining a satisfactory Restaurant site, arranging for any financing, complying with local ordinances, completing delivery and installation of equipment and signs and procuring opening inventory.

## **ITEM 12 TERRITORY**

### **Franchise Agreement**

We will grant you a geographic area with limited protections described below (the "Territory"). The minimum Territory we grant you will consist of all or a specified part of a city or municipality around your outlet as we determine in our business judgment. There is no minimum specified part of a city or municipality granted as a minimum territory. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We will describe your Territory in detail in Exhibit A to your Franchise Agreement.

You may operate your franchised Business from only one Restaurant Location. "Restaurant Location" means a location you select and we approve, from which you conduct the Ivan Ramen Business.

You may not relocate the Restaurant without our previous written approval. You must reimburse us for any reasonable costs we incur in considering your request. We will grant approval if you are in compliance with the Franchise Agreement, you have paid all money owed to us and our affiliates, the proposed location meets our site selection criteria, and you comply with the lease requirements in the Franchise Agreement. We may, if we wish, inspect your proposed new location and impose a time requirement on by when you must re-open at the new location.

Your Ivan Ramen Business may only offer and sell its products and services from your Ivan Ramen Restaurant and only to customers within the Territory. Your Business may not sell any products or services outside of the Territory (except as described in the following paragraphs) or through any alternative channels of distribution.

While the Franchise Agreement is in effect, we and our affiliates will not, in your Territory, operate a company-owned Ivan Ramen Business of the type franchised, or grant a franchise for a similar or competitive business, except as described below. Outside the Territory, we and our affiliates can operate any number of Ivan Ramen Restaurants, and/or authorize others to operate them, at any location, including locations that may be near, but not within, the Territory

We and/or our affiliates may engage in any type of business activity in or outside the Territory except as we are restricted as described in the preceding paragraph. The Franchise Agreement does not confer upon you any right to participate in or benefit from any other business activity, whether it is conducted under the Proprietary Marks or not. For example, we and/or our affiliates may own, operate or authorize others to own or operate any type of business at any location, including within

your Territory, so long as the other business does not sell under the Proprietary Marks the type of products or services which your Ivan Ramen Business offers and sells, except as permitted below. You will receive no compensation for these businesses' sales.

Only we and/or our affiliates have the right to sell within and outside your Territory, under the Proprietary Marks, all products or services and/or their components or ingredients -- including those used or sold by your Ivan Ramen Restaurant -- through any method of distribution other than an Ivan Ramen Restaurant situated within your Territory, including the internet/worldwide web; any other form of electronic commerce; "800" or similar toll-free telephone numbers; mail order; catalogs; telemarketing or other direct marketing sales; television sales (including "infomercials"); food trucks; take-away premises; "ghost kitchens" or similar hubs (offering delivery or takeout only); online networks; other permanent, temporary or seasonal food service facilities; or, any other channel of distribution except for an Ivan Ramen Restaurant. You will receive no compensation for our or our affiliates' sales through alternative distribution channels. You (as franchisee) do not have the right to use other channels of distribution, such as the *Internet*, catalog sales, telemarketing, or other direct marketing, to make sales outside your Territory.

In addition, we and/or our affiliates have the right to sell (directly, or through other franchisees or licensees) Ivan Ramen System products and services at nontraditional locations, including nontraditional locations situated in your Territory, through the establishment of Ivan Ramen Restaurants, kiosks, mobile units, concessions or "shop in shops". "Nontraditional locations" include resorts; food retailers (including supermarkets, grocery stores and convenience stores); schools and universities; hospital and healthcare facilities; guest lodging facilities; day care facilities of any type; government facilities; condominium and cooperative complexes; the premises of any third party retailer (including shops, stores and department stores); military bases and installations; and, any other location or venue to which access to the general public is restricted. You will receive no compensation for our or our affiliates' sales at nontraditional locations.

Both within and outside the Territory, only we and/or our affiliates have the right to sell Ivan Ramen System products and services to national, regional and institutional accounts. "National, Regional and Institutional accounts" are organizational or institutional customers whose presence is not confined to your Territory, including (for example): business entities with offices or branches situated both inside and outside of your Territory; government agencies, branches or facilities; guest lodging networks; healthcare networks; the military; and, any other customer whose presence is not confined to your Territory. Only we will have the right to enter into contracts with national, regional and/or institutional accounts, which may include facilities within your Territory. If we receive orders for any Ivan Ramen products or services calling for delivery or performance in your Territory as a result of our engaging in commerce with National, Regional and Institutional Accounts, then we will have the right, but not the obligation, either to require you to fulfill the orders at the price we agree on with the customer or to give you the opportunity to fulfill the orders at the price we agree on with the customer. If we give you the opportunity to fulfill an order and if, for any reason, you do not desire to or cannot serve the customer, or if the customer desires for any or no reason to deal exclusively with us, our affiliate or another franchisee and not with you, then we, our affiliate or any other Ivan Ramen franchisee may serve the customer within your Territory, and you will not be entitled to any compensation. The procedures governing our National, Regional and Institutional Accounts program are set forth in our Brand Standards.

We may purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise or non-franchise network, chain or any other business regardless of the location of that other business' facilities, and we may then operate, franchise or license those other businesses and/or facilities under any names or marks other than the Proprietary Marks regardless of the location of these businesses and/or facilities, which may be within the Territory or immediately near it. You will receive no compensation for these activities.

We and our affiliates have not established and do not currently intend to establish any other franchises, company-owned outlets or other distribution channels offering similar products or services under a different trademark anywhere in the United States, but we may do so in the future.

We reserve the right, if you fail to achieve Gross Revenues of at least \$1,250,000 (\$1.25 million) per year in any calendar year during the Term, to remove any territorial protections you have under this Agreement, upon notice to you. The franchise agreement cannot be terminated for failure to meet the minimum sales quota. Other than the above, there is no minimum sales quota and during the term of your Franchise Agreement, there are no circumstances when we can alter your Territory. You have no options, rights of first refusal or similar rights to acquire additional franchises with the territory or contiguous territories.

### **Area Development Agreement**

If you and we sign an Area Development Agreement, we will grant you a "Development Territory" and you will promise to develop, own and operate franchised Ivan Ramen Restaurant Businesses within the Development Territory. You will not receive an exclusive Development Territory. You may face competition from outlets that we own at nontraditional locations, from other channels of distribution or competitive brands that we control. Your Development Territory will be set forth on Exhibit A to your Area Development Agreement. The Development Territory includes the Protected Territories granted under the Franchise Agreement for each Ivan Ramen Restaurant Business that you develop. Each "Protected Territory" is restricted to a geographic area within which you agree to establish and operate an Ivan Ramen Restaurant under a Franchise Agreement. Each Franchise Territory we grant you will be a radius around the Ivan Ramen Restaurant in a particular city or municipality. Your right to operate a franchised Ivan Ramen Restaurant Business developed under an Area Development Agreement will be limited to the Ivan Ramen Restaurant Business' Restaurant Location situated in the respective Protected Territory located in the Development Territory. See the description of the Franchise Agreements above in this Item 12.

For so long as the Area Development Agreement is in effect, neither we nor any of our affiliates (meaning any individual or entity we control, which controls us or which is under common control with us, together our "affiliates") will, within the Development Territory, operate or grant a franchise for a restaurant business operated under the Proprietary Marks of the type franchised to you, or a similar or competitive business, except for the rights we reserve that are described below. These restrictions will terminate immediately upon the expiration or termination of the Area Development Agreement for any reason.

Outside of the Development Territory, we and our affiliates reserve the right to operate any number of Ivan Ramen Restaurant Businesses, and to authorize others to operate them, at any location we choose (including one or more locations that may be proximate to, but not within, the Development Territory).

We and/or our affiliates may engage in any business activity we choose in or outside the Development Territory except as we are restricted as described above, and the Area Development Agreement does not confer upon you any right to participate in or benefit from any other business activity (regardless of whether it is conducted under the Proprietary Marks or not). We thus may engage in, or authorize others to engage in, any form of business offering and selling any type of product or service except as restricted as described above. For example, we and/or our affiliates may own, operate or authorize others to own or operate any type of business at any location we choose, including within your Development Territory, so long as the other business does not sell under the Proprietary Marks the type of products or services which your franchised Ivan Ramen Restaurant Businesses offer and sell (except as permitted below). Further, we and/or our affiliates may own, operate or authorize others to own or operate Ivan Ramen Restaurant Businesses at any location outside of your Development Territory (including immediately proximate to it).

In addition, we and/or our affiliates alone have the right to offer and sell within and outside your Development Territory, and under the Proprietary Marks, any and all products or services and/or

components or ingredients (including those used or sold by your franchised Ivan Ramen Restaurant Businesses), and whether or not a part of the Ivan Ramen Restaurant System, through any alternate channels of distribution, that is, any method of distribution other than an Ivan Ramen Restaurant Business situated within your Development Territory, including, without limitation, the internet/worldwide web; any other form of electronic commerce; "800" or similar toll-free telephone numbers; supermarkets, grocery stores and convenience stores; "ghost kitchens" or similar hubs (offering delivery or takeout only); mail order; catalogs; television sales (including "infomercials"); telemarketing or other direct marketing sales; or, any other channel of distribution except for an Ivan Ramen Restaurant Business. You will not be entitled to any compensation in connection with these sales within your Development Territory. You (as area developer) do not have the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside your Development Territory.

We and/or our affiliates alone have the right to offer and sell Ivan Ramen Restaurant System products and services at any and all nontraditional locations, including nontraditional locations situated in your Development Territory, through the establishment of Ivan Ramen Restaurant Businesses, kiosks, mobile units, concessions or "shop in shops", and you may not engage in this activity. "Nontraditional Locations" includes sports arenas and venues; theaters; resorts; food retailers (including supermarkets, grocery stores and convenience stores); malls; schools and universities; hospital and healthcare facilities; airports; guest lodging facilities; day care facilities of any type; government facilities; condominium and cooperative complexes; "ghost kitchens" or similar hubs (offering delivery or take-out only); the premises of any third party retailer which is not an Ivan Ramen Restaurant Business (including shops, stores and department stores); military bases and installations; airlines, railroads and other modes of mass transportation; and, any other location or venue to which access to the general public is restricted. You will receive no compensation for our or our affiliates' sales at Nontraditional Locations.

Both within and outside the Development Territory, we and/or our affiliates alone have the right to sell Ivan Ramen Restaurant System products and services to national, regional and institutional accounts. "National, Regional and Institutional Accounts" are organizational or institutional customers whose presence is not confined to your Development Territory, including (by way of example only): business entities with offices or branches situated both inside and outside of your Development Territory; government agencies, branches or facilities; guest lodging networks; healthcare networks; the military; and, any other customer whose presence is not confined to your Development Territory. Only we will have the right to enter into contracts with National, Regional and/or Institutional Accounts (which may include facilities within your Development Territory). If we receive orders for any Ivan Ramen Restaurant products or services calling for delivery or performance in your Development Territory as a result of our engaging in commerce with National, Regional and Institutional Accounts, and you have opened one or more Ivan Ramen Restaurant Businesses in the customer's geographic area, then we will have the right, but not the obligation, to give you the opportunity to fulfill one or more orders at the price we agree on with the customer. If you have not opened any Ivan Ramen Restaurant Businesses in the customer's geographic area, or if, for any reason, you do not desire to or cannot serve the customer, or if the customer desires for any or no reason to deal exclusively with us, our affiliate or another franchisee and not with you, then we, our affiliate or any other Ivan Ramen Restaurant franchisee may serve the customer within your Development Territory, and you will not be entitled to any compensation. The procedures governing our National, Regional and Institutional Accounts program are stated in our Manuals.

The Area Development Agreement confers no marketing exclusivity in the Development Territory on you, and all Ivan Ramen Restaurant Businesses (whether company-owned, company joint-ventured, franchised or otherwise) may solicit, service, advertise and offer their products and services to any individual or entity, regardless of your or its geographic location, including your Development Territory.

We may purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise or non-franchise network, chain or any other business regardless of the location of that other business' facilities, and following this activity we may operate, franchise or license those other businesses and/or facilities under any names or marks other than the Proprietary Marks (while the Area Development Agreement is in effect) regardless of the location of these businesses and/or facilities, which may be within the Development Territory or immediately proximate to it.

You will have the right and obligation to open and operate in your Development Territory the number of Ivan Ramen Restaurant Businesses on the Development Schedule in Section 6.01 of your Area Development Agreement. You must comply with the timetable on the Development Schedule. Your Development Schedule may give you the right and obligation to open and operate three or more Ivan Ramen Restaurant Businesses.

You may not open or operate more than the number of Restaurants set forth on the Development Schedule in Section 6.01 of the Area Development Agreement without first obtaining our written consent. Any additional Restaurant you open and operate will be subject to the terms and conditions of the Area Development Agreement.

Except for causes beyond your control as described in Section 17.01 of the Area Development Agreement, if you fail to adhere to the Development Schedule in your Area Development Agreement by either: failing to execute the Franchise Agreement for each franchised Business on or before the date of execution specified on the Development Schedule, or failing to commence operations of each franchised Business on or before the applicable commencement of operations date specified on the Development Schedule, then we can terminate the Area Development Agreement. If we terminate the Area Development Agreement for this reason, this will not be a termination of any Franchise Agreements you and we signed under which you have already begun operating the franchised Ivan Ramen Restaurant Businesses covered by the Franchise Agreements if you have fully performed and been in compliance with all of your obligations under those Franchise Agreements but you will not be entitled to open any further Ivan Ramen Restaurant Businesses in the Development Territory and you will not be entitled to the return of the Area Development Fees you paid for the undeveloped Ivan Ramen Restaurant Businesses.



**ITEM 13 TRADEMARKS**

The principal commercial symbol which we will license to you appears on the cover of this disclosure document. "Proprietary Marks" means our and our affiliates' symbols, trademarks, service marks, logotypes and trade names.

The following is a description of the principal Proprietary Marks which we will license to you:

**Principal Federal Registrations**

<b>Registration Number</b>	<b>Description Of Mark</b>	<b>Principal Or Supplemental Register</b>	<b>Registration Date</b>
4538546	IVAN RAMEN	Principal	May 27, 2014
4818442	SLURP SHOP	Principal	September 22, 2015

Registration Number	Description Of Mark	Principal Or Supplemental Register	Registration Date
5110334	 <b>Ivan Ramen</b>	Principal	December 27, 2016
6737311	 <b>IVAN RAMEN</b>	Principal	May 24, 2022

Our affiliate, Ivan Ramen IP Holdings LLC, has licensed us to use the Ivan Ramen Restaurant System, trademarks, service marks and other intellectual property and to sublicense them to our franchisees in a cross-license agreement dated as of July 12, 2021. The manner and extent of the limitation or grant in such cross-license agreement is the following: the license has an initial duration of 20 years and is automatically renewable for successive 20-year terms thereafter so long as we are not in breach; it covers the territory of the United States of America and its territories and possessions, and the United Kingdom. The cross-license agreement may affect the franchisee in that, if the cross-license agreement is terminated, the franchisor may no longer be able to license the Ivan Ramen System and other intellectual property to the franchisee. However, the cross-license agreement has no provision for termination. The circumstances when the agreement may be canceled or modified are only if the parties mutually agree in writing.

Ivan Ramen IP Holdings LLC may also license the Ivan Ramen trademarks, service marks and other intellectual property to one or more other entities in the United States for the sole purpose of operating Ivan Ramen “ghost” kitchens offering delivery or take-out only, or as part of “hubs” of various brands offering delivery and take-out only. Those licenses would be limited to use in a different business format and would not affect Ivan Ramen Restaurant franchisees, as those licenses would not grant superior rights in the same geographic area with respect to Ivan Ramen Restaurants.

Ivan Ramen IP Holdings LLC has applied for registration of the following mark on the Principal Register of the United States Patent and Trademark Office:

**Principal Federal Application**

<b>Application Number</b>	<b>Description Of Mark</b>	<b>Application Date</b>
97635051		October 17, 2022

There are presently no effective determinations of the U.S. Patent and Trademark Office, any trademark trial and appeal board, any state trademark administrator or any court, any pending interference, opposition, or cancellation proceeding, or any pending material litigation involving any of the above-referenced Proprietary Marks which is relevant to your use. There are no agreements which significantly limit our rights to use or license the Proprietary Marks. There are no infringing uses or superior previous rights known to us that can materially affect your use of the Proprietary Marks in this state or any other state in which the franchised Business is to be located. There is no pending material federal or state court litigation regarding our use or ownership rights in any Trademark. No affidavits have yet been required to be filed and none have been filed. No renewals have yet been required to be filed and none have been filed.

We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you. If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Proprietary Marks, you must promptly notify us. We will promptly take the action we consider necessary to defend you. We must indemnify you for any action against you by a third party based solely on alleged infringement, unfair competition, or similar claims about the Proprietary Marks. You may not settle or compromise any of these claims without our previous written consent. We will have the right to defend and settle any claim at our sole expense, using our own counsel. You must cooperate with us in the defense. Under the Franchise Agreement, you irrevocably grant us authority to defend or settle these claims. You may participate at your own expense, but our decisions with regard to the defense or settlement will be final. We will have no obligation to defend or indemnify you if the claim against you relates to your use of the Proprietary Marks in violation of the Franchise Agreement.

If you learn that any third party whom you believe is not authorized to use the Proprietary Marks is using the Marks or any variant of the Marks, you must promptly notify us. We will determine whether or not we wish to take any action against the third party. You will have no right to make any demand or to prosecute any claim against the alleged infringer for the infringement.

You must comply with any instruction by us to modify or discontinue use of any Proprietary Mark or to adopt or use additional or substituted Proprietary Marks. If this happens, we will reimburse you for your documented expenses of complying (such as changing signs, stationery, etc.). Except for reimbursing your documented expenses of complying, we will not be liable to you for any resulting expenses.

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

### **Copyrights**

We hold no rights in, or licenses to, patents that are material to the franchise and have no pending patent applications that are material to the franchise.

We claim copyrights on certain software, forms, advertisements, promotional materials and other written materials. We also claim copyrights and other proprietary rights in the Ivan Ramen Confidential Operating Brand Standards. We have not applied for registration of any copyrights that are material to the franchise.

Our affiliate, Ivan Ramen USA, LLC, owns an exclusive license in perpetuity to use certain artwork and logo materials created by an artist who owns the copyrights on such materials and was hired by our affiliate to create such materials, which our affiliate has sublicensed to us and which we may sublicense to you for use solely in your Ivan Ramen Restaurant(s).

There are no agreements currently in effect which significantly limit your right to use any of our copyrights. Also, there are no currently effective determinations of the United States Patent and Trademark Office, Copyright Office (Library of Congress) or any court pertaining to or affecting any of our copyrights discussed above. Finally, as of the date of this disclosure document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights which could materially affect your use of them in this state or in the state in which the franchised Ivan Ramen Business will be located.

Your and our obligations to protect your rights to use our copyrights are the same as the obligations for Proprietary Marks described in Item 13 of this disclosure document.

### **Confidential Information**

You may never – during the Initial Term, any Successor Term, or after the Franchise Agreement expires or is terminated – reveal any of our confidential information to another person or use it for any other person or business. You may not copy any of our confidential information or give it to a third party except as we authorize. The same restrictions apply with respect to the Area Development Agreement.

Under the Franchise Agreement and Area Development Agreement, the following persons must sign our Confidentiality/Non-Competition Agreement (Exhibit E-1 to the Franchise Agreement):

- Before employment or any promotion, your Operations Manager, your Trainer, and all other managerial personnel; and
- If you are a business entity, and as applicable, all of your owners, equity holders, control persons, shareholders, members, partners and general partner(s); all of your officers, directors and managers; and, all persons possessing equivalent positions in any business entity which directly or indirectly owns and/or controls you.

Under the Franchise Agreement, all of your other, non-managerial personnel must sign our Confidentiality Agreement (Exhibit E-2 to the Franchise Agreement).

Our confidential information will include information, knowledge, trade secrets or know-how used or embraced by the Ivan Ramen System, the Brand Standards, and many other matters specified in the Franchise Agreement.

You must irrevocably license to us all intellectual property, services, products, equipment, programs, sales, marketing, advertising and promotional programs, campaigns or materials, and sales methods you develop for the Business. We will not be liable to you in any way because of this license.

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

**Franchise Agreement:**

At all times during the Term, you must have in place qualified personnel to personally oversee the work of the individuals who run the day-to-day operation of your franchised Business. You agree to devote your time, attention and best efforts to honestly and diligently perform your obligations under the Franchise Agreement (and, if you have one, the Area Development Agreement), all ancillary documents relating to the Franchise Agreement and all other agreements which may now or hereafter be in effect between us (or any affiliate) and you (or any affiliate) and to promote the Restaurant(s) you operate. If you are licensed to operate more than one Business, then you agree to devote such amount of your time and attention to the performance of your duties as is necessary for the proper and effective operation of each such Business. If you are a business entity, each owner of a 5% or greater interest in you must sign a personal guarantee in the form of Exhibit F to the Franchise Agreement. Spouses of owners need not sign a personal guarantee.

If you (the franchisee) are an individual, you must either serve as or designate an Operations Manager. If you are an individual and are well qualified and experienced in this type of business, we recommend that you personally serve as your own Operations Manager. An entity franchisee must designate an Operations Manager for each Restaurant. The Operations Manager, who will have day-to-day management responsibility for your Ivan Ramen Restaurant Business, will exercise on-premises supervision and personally participate in the direct operation of the Business. You must inform us in writing of your Operations Managers and any successors in advance. We must approve your Operations Managers before you appoint them. Your Operations Managers must complete the Initial Training Program to our satisfaction. After an Operations Manager's death, disability or termination of employment, you must immediately notify us within five (5) days, and you must designate a successor or acting Operations Manager within ten (10) days. If you (the franchisee) are a business entity, the Operations Manager need not have any equity interest in your business entity.

If you (the franchisee) are an individual, you must either serve as or designate a Trainer. If you are an individual and are well qualified and experienced in this type of business, we recommend that you personally serve as your own Trainer. An entity franchisee must designate a Trainer for each Restaurant. Your Trainer will be responsible for training your Restaurant staff. The Trainer role can be filled by yourself (if you are an individual), your Operations Manager, or an additional person whom you hire for the Trainer position. You must have a Trainer who has completed our entire Initial Training Program, at all times during the term of operation of your franchised Ivan Ramen Restaurant. If you (the franchisee) are a business entity, your Trainer need not have any equity interest in your business entity.

Your Operations Manager, Trainer, and the other persons listed in Item 14 must sign our confidentiality/non-competition agreement (Exhibit E-1 to the Franchise Agreement) and keep our confidential or proprietary information confidential (see Item 14).

**Area Development Agreement:**

If you operate under an Area Development Agreement, then you must designate in writing to us an Area Business Manager who will have the obligation to oversee operations of all of your Ivan Ramen Restaurants under the Area Development Agreement. You must inform us in writing of your Area Business Manager and any replacement Area Business Manager. The Area Business Manager must be certified to manage multi-unit operations and must have attended and successfully completed our Initial Training Program. Your Area Business Manager may not hold any other position in your organization or in any business entity or in any of your Ivan Ramen Restaurant Businesses while he/she is serving as your Area Business Manager. Upon the death, disability or termination of employment of the Area Business Manager, for any cause or reason, you must immediately notify us, and designate and obtain our written approval of an interim or acting Area

Business Manager and, no later than 90 days following the death, disability or termination of the predecessor Area Business Manager, you must designate a successor Area Business Manager.

Your Operating Principal, your Operations Manager and Trainer of any Ivan Ramen Restaurant, Assistant/Kitchen Manager, Area Business Manager and the other persons listed in Item 14 must sign our confidentiality/non-competition agreement (Exhibit E to the Franchise Agreement) and keep our confidential or proprietary information confidential (see Item 14).

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

You must at all times offer and sell all products, services and programs which we designate part of the Ivan Ramen System unless you are prohibited by local law or regulation from selling a menu item, product, service or program or we have granted you our advance written approval to exclude a menu item, product, service or program.

If you would like to sell any product, service or program which is not a part of the Ivan Ramen Restaurant System, then you must seek and obtain our advance written permission. If we grant our advance written approval, then the product, service or program in question will become a part of the Ivan Ramen System (though we will not be required to, but may, authorize it for sale at one or more other Ivan Ramen Restaurants). We may subsequently revoke our approval. We will own all rights associated with the product, service or program. You will not be entitled to any compensation in connection with it.

We may add to, delete from or modify the services, products and programs which you can and must offer or we may modify the System. You must abide by any additions, deletions and modifications. There are no limits on our rights to make these changes. Such modifications may obligate you to invest additional capital or incur higher operating costs.

In addition to modifications of the Ivan Ramen Restaurant System, we may at times co-brand one or more restaurant concepts which we or our affiliates operate with Ivan Ramen System Restaurants and/or offer for sale in Ivan Ramen System Restaurants products sold in restaurants operated by us and/or our affiliates (collectively, "Co-Branding"). This Co-Branding may involve changes to the Proprietary Marks, and may require you to modify the building and premises of your Ivan Ramen System Restaurant and the furnishing, fixtures, equipment, signs and trade dress at your Ivan Ramen Restaurant. If you receive written notice of our institution of Co-Branding, you must implement the Co-Branding at your franchised Business. The Franchise Agreement does not place any limit on our rights to require you to make changes for Co-Branding.

You may only sell Ivan Ramen System products and services at retail from your Ivan Ramen Restaurant, and you may not engage in the wholesale sale and/or distribution of any Ivan Ramen product, service, equipment or other component, or any related product or service. Under no circumstances may your Business offer delivery of System menu items or products except as we may (but need not) authorize in writing. You may, however, use third-party online ordering and/or delivery aggregators in accordance with our System standards or as approved in writing by us.

See Item 12 for the territorial limitations on the retail customers to whom you can sell.

Under the terms of the Franchise Agreement, we reserve the rights to impose minimum, maximum, or specific pricing requirements and promotional pricing requirements, to the fullest extent permitted by then-applicable law. These rights may include (without limitation) prescribing the maximum and/or minimum prices which you may charge at your Restaurant; recommending prices; advertising specific prices for some or all of the foregoing, which prices you will be compelled to observe (colloquially referred to as "price point advertising campaigns"); engaging in marketing, promotional and related campaigns which you must participate in and which may directly or indirectly impact your prices (such as "buy one, get one free"); and, otherwise mandating, directly or indirectly, the maximum and/or minimum prices which you may charge. We may engage in any such activity either

periodically or throughout the term of the Franchise Agreement. Further, we may, in our sole business judgment, engage in such activity only in certain geographic areas (cities, states, regions) and not others; with respect to certain types of Restaurants but not others; or, with regard to certain subsets of franchisees and not others. Any maximum, minimum or other prices we prescribe or suggest may or may not optimize the revenues or profitability of your franchised Business. However, subject to those terms and conditions, nothing in the Franchise Agreement may be construed to prevent you from otherwise freely establishing your own prices. Prices at Ivan Ramen Restaurants may vary by region. We will take into consideration your location and opinion in regard to prices. You must participate in, and comply with the requirements of, any gift card, gift certificate, customer loyalty or retention program that we (or our affiliates) implement, at your expense, for all or part of our franchise system and shall sign the forms and take the other action that we require in order for you to participate in such programs. Without limitation, you shall honor coupons, gift cards, gift certificates, or vouchers sold or distributed by other Restaurants and will utilize a vendor approved by us for gift card processing. You may not offer any coupon without our prior written approval.

You must continuously operate your franchised Restaurant on the days and during the minimum hours that we from time to time may specify in our Brand Standards or otherwise. You may establish hours of operation in addition to the required minimum hours, subject to applicable laws, rules or regulations.

You must staff your franchised Business in accordance with the specifications and criteria we set forth in our Brand Standards concerning the selection, qualifications, hiring, training, pre-training and post-training of your personnel. You must maintain a competent, conscientious, trained staff in sufficient numbers as we require so that you may promptly, efficiently and effectively service customers. The minimum staffing levels we prescribe in our Brand Standards do not reflect our ability to in any fashion control the day-to-day operation of your franchised Business and its Restaurant but, to the contrary, merely reflect those staffing levels necessary to achieve and maintain those standards of quality, uniformity and service which the consuming public has come to associate with the Proprietary Marks and Ivan Ramen Restaurants.

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

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.

**THE FRANCHISE RELATIONSHIP**

**Franchise Agreement:**

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 4.01	Term is 10 years from the date that Franchisor countersigns the Franchise Agreement.
b. Renewal or extension of the term	Sections 4.02, 13.01	You can enter into one (1) Successor Franchise Agreement (on our then-current form of agreement) for a term of 10 years if you (a) notify us no more than nine (9) months and no less than six (6) months before expiration; (b) comply with the Franchise Agreement and Brand Standards and you did so and met your material obligations on time throughout the Initial Term; and, (c) satisfy all monetary obligations to us, our affiliates, landlord and suppliers.
c. Requirements for you to renew or extend	Section 13.01	<p>a. You must notify us in writing no more than nine (9) months and no less than six (6) months before the expiration of the Initial Term of this Agreement of your intent to enter into a Successor Franchise Agreement.</p> <p>b. Evidence that you can renew your lease on terms acceptable to you and us, or lease an acceptable new Ivan Ramen Restaurant Location in your Territory without any interruption of business.</p> <p>c. Sign a General Release in the form of Exhibit G to the Franchise Agreement (but <u>not</u> releasing us from future claims under the Successor Franchise Agreement).</p> <p>d. You or your Operations Manager or your Trainer (as the case may be), and any other management and staff we designate must attend and successfully complete any training that we may reasonably require, at your expense.</p> <p>e. You must pay us a successor franchise fee of \$35,000. "Renewal" in our franchise system means signing our then-current form of franchise agreement as a successor agreement. It does not mean renewing or extending the same contract you first signed with us. As a condition for "renewal," you may be asked to sign a contract with materially different terms and conditions than your original contract, but there will be no initial franchise fee, the limited successor franchise rights of the Franchise Agreement will be incorporated, the boundaries of the Territory will remain the same, and the Continuing Royalty on Successor Franchise Agreements will not be greater than the Continuing Royalty that we then impose on similarly-situated franchisees entering into a Successor Term.</p> <p>f. Before the commencement of the applicable Successor Term, you must, at your cost and expense, refurbish, redesign and/or remodel your franchised Restaurant as we reasonably require to meet our then current standards, requirements and specifications (including, without limitation, refurbishing, repairing or replacing all equipment, electronic cash register systems, Computer System, signs, interior and exterior décor items, fixtures, furnishings, supplies and other products and materials required for the operation of the Restaurant and otherwise upgrading the Restaurant as we reasonably require to reflect our then-current System standards and the image of the System.</p> <p>g. At the time of entering into a Successor Term, you (and your affiliates) must be current on the payment of all monetary obligations to us, our affiliates, the lessor or sublessor of your Restaurant and any material third party supplier of yours.</p>

Provision	Section in Franchise Agreement	Summary
d. Termination by you	Section 17.05	<p>a. You may terminate the Franchise Agreement if you and we agree in writing. You may also terminate the Franchise Agreement under any grounds permitted by law.</p> <p>b. Your failure to pay any Continuing Royalties, System Brand Fund Contributions or other money after you receive notice of the default granting an opportunity to cure, will mean that you are willfully and wrongful breaching the Franchise Agreement and that you have decided to reject and terminate the Franchise Agreement and all Agreements between you and us (or our affiliates) related to the Franchise Agreement.</p>
e. Termination by us without cause	Not applicable	
f. Termination by us with cause	Article 17	We may terminate only if you default. The Franchise Agreement describes defaults throughout – please read it carefully.
g. "Cause" defined - defaults which can be cured	Section 17.03	<p>You have 30 days to cure the default if you do not comply with any lawful Franchise Agreement or Manual provision or requirement or otherwise fail to fulfill the terms of the Franchise Agreement in good faith, except for defaults described in h. below. Examples of curable defaults include:</p> <p>a. You do not pay promptly when due any money owed to us, our affiliates or any lender which has provided financing to your franchised Business under any arrangement with us. The cure period for this default will be five (5) days after written notice of default. If you do not cure within the shortened cure period, the Franchise Agreement will terminate immediately upon expiration of the five (5) day cure period, or any longer period required by applicable law.</p> <p>b. You do not submit required reports or make any false statement in connection with any reports or information you submit to us.</p> <p>c. You sell unauthorized services or products.</p> <p>d. You fail to maintain your trade accounts in a current status and/or fail to seek to promptly resolve any disputes with trade suppliers</p> <p>e. You engage in any business, or market any product or service, under a name or mark which, in our opinion, is confusingly similar to the Proprietary Marks.</p> <p>f. You do not pay any taxes on your Business when due.</p> <p>g. You do not use the Proprietary Marks and/or trade dress solely in the manner and for the purposes we direct.</p> <p>h. You violate the restrictions relating to advertising or do not participate in the programs related to advertising and sales promotion.</p> <p>i. You do not indemnify us.</p> <p>j. You permit a continued violation in connection with the operation of the franchised Business of any law, ordinance, rule or regulation, in the absence of a good faith dispute.</p> <p>k. You fail to obtain or maintain a required, permit, certificate or other governmental approval.</p> <p>l. You employ an individual who is not legally eligible for employment in the United States.</p> <p>m. You fail to operate your Ivan Ramen Restaurant during the days and hours specified in our Brand Standards without our advance written approval.</p> <p>n. You default under any agreement between you and the landlord of your Restaurant Location and do not cure within the time provided in the lease.</p> <p>o. You fail to maintain and operate your Restaurant and any delivery vehicles in a good, clean and sound manner, in strict compliance with our standards.</p> <p>p. You do not engage and have us train a successor or replacement Operations Manager or Trainer.</p>

Provision	Section in Franchise Agreement	Summary
		<p>q. You fail to implement (and, at your expense, take all steps necessary to implement and thereafter adhere to any new or changed System requirements.</p> <p>r. A final judgment not subject to appeal is entered against you or any Guarantor and remains unsatisfied for more than thirty (30) days or, if any such judgment is subject to appeal.</p> <p>s. You do not comply with any other lawful provision or requirement of the Franchise Agreement or any specification, standard or operating procedure we prescribe.</p>
h. "Cause" defined - non-curable defaults	Sections 17.01 and 17.02	<p>Automatic, without notice: bankruptcy, insolvency, receivership, dissolution or levy. On notice to you:</p> <p>a. You fail to open the franchised Restaurant within 15 months following our signing of the Franchise Agreement or cease to operate the Restaurant, abandon the franchise, or, fail to operate your Restaurant for three (3) consecutive days during which you are required to operate, unless due to causes beyond your control.</p> <p>b. You omitted or misrepresented a material fact in information you furnished us in connection with our decision to sign the Franchise Agreement.</p> <p>c. You and we agree in writing to terminate.</p> <p>d. You do not secure a Restaurant Location within the required time limits and procedures.</p> <p>e. You lose the right to possess the Restaurant Location, but if the loss is due to no fault of yours, you may apply for approval to relocate and reconstruct.</p> <p>f. You, your Operations Manager and/or if you are a business entity, any owner, member, shareholder, director or manager of yours is convicted of a felony, etc.</p> <p>g. You make an unauthorized transfer.</p> <p>h. You do not comply with the in-term covenant not to compete, or obtain the required additional covenants, or you violate the restrictions pertaining to the use of Confidential Information.</p> <p>i. Before you open, we determine that you or your Trainer or your Operations Manager failed to attend or successfully complete the Initial Training Program (after being afforded the opportunity to obtain remedial training).</p> <p>j. You knowingly conceal revenues, knowingly maintain false books or records, or submit any substantially false report to us.</p> <p>k. You do not maintain the required financial records.</p> <p>l. An audit shows that you understated your Gross Revenues by 8% or more for any month or for the entire period of examination.</p> <p>m. You refuse us permission to inspect or audit.</p> <p>n. You take any funds withheld from your employees' wages which should have been set aside for the franchised Business' employee taxes, FICA, insurance or benefits; wrongfully take our property; systemically fail to deal fairly with your employees, customers or suppliers; or knowingly permit or, having discovered the facts, fail to take any action against or to discharge any agent, servant or employee who has embezzled.</p> <p>o. After curing a default which is subject to cure, you commit the same act of default again within thirty-six (36) months.</p> <p>p. You make a willful misrepresentation or do not make a material disclosure required by any governmental authority regarding any matter involving your franchised Business and Restaurant.</p> <p>q. You interfere or attempt to interfere with our contractual relations with others.</p> <p>r. You do not cure a default which materially impairs the goodwill associated with our Proprietary Marks after at least seventy-two (72) hours' written notice to cure.</p>

Provision	Section in Franchise Agreement	Summary
		<p>s. You fail for fifteen (15) days after notice to comply with any law or regulation applicable to the Business.</p> <p>t. You repeatedly fail to comply with one or more requirements of this Franchise Agreement, whether or not corrected after notice.</p> <p>u. You do not devote the amount of your time and attention and/or your best efforts to the performance of your duties necessary for the proper and effective operation of your franchised Business.</p> <p>v. You do not immediately repay us or our affiliates for any amounts we advance on your behalf.</p> <p>w. You do not purchase or maintain required insurance.</p> <p>x. You, your franchised Business and/or your franchised Restaurant commit any violation of law, rule or regulation and/or engage in any act or practice which subjects you and/or us to widespread publicity or ridicule.</p> <p>y. You breach advertising standards and fail to cure within three (3) days following written notice.</p> <p>z. You purchase any proprietary products or services or purchase any non-proprietary goods or services under a systemwide supply contract we negotiate, and you use, sell or otherwise exploit them for the benefit of any other individual, entity or business.</p> <p>aa. You operate your franchised Business and/or your Ivan Ramen Restaurant in a fashion that, in our sole judgment, in any way jeopardizes the life, health or safety of the general public, your customers and/or your employees. If you do so, then not only may we terminate the Franchise Agreement upon notice, but we may direct you to immediately close your Ivan Ramen Restaurant (s); you must immediately comply with our direction; and, you must hold us harmless from and against any claims relating to our direction to close your Restaurant(s).</p> <p>bb. You fail to immediately endorse and tender to us any payment which is due us or our affiliates but is made to your order.</p> <p>cc. You use our Confidential Information and/or Proprietary Marks in a way not specifically authorized, or for the benefit of any individual or entity other than your franchised Business.</p> <p>dd. You interfere or attempt to interfere with our ability or right to franchise or license others to use the System and/or Proprietary Marks</p> <p>ee. You interfere or attempt to interfere with our relationships with any other franchisee, supplier, government authority, or other third party.</p> <p>ff. You or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation.</p> <p>gg. You (or any of your owners) fail to cure within the applicable time period any breaches under this Agreement, or any other agreement between you (or any of your affiliates) and us (or any of our affiliates) including, but not limited to, any other franchise agreement, area development agreement, lease or promissory note.</p> <p>hh. You engage in any act or conduct, or fail to engage in any act or conduct, which under the Franchise Agreement specifically authorizes us to terminate the Franchise Agreement immediately upon notice to you.</p>
i. Your obligations on termination / nonrenewal	Article 18	<p>a. Pay all money owing to us or our affiliates, and third parties.</p> <p>b. Stop using our Proprietary Marks, Confidential Information, trade secrets and Brand Standards.</p> <p>c. Cancel assumed name or equivalent registration which contains "IVAN RAMEN", or any other Proprietary Marks of ours, or any variant, within fifteen (15) days.</p>

Provision	Section in Franchise Agreement	Summary
		<p>d. If we terminate the Franchise Agreement for your default or you terminate through failure to make payment following notice to cure (see section d. above), pay us all expenses and damages incurred as a result of your default or termination. Damages may include, for example, lost profits, lost opportunities, damage to our Proprietary Marks and reputation, travel and personnel costs and the cost of securing a new Business for the Territory.</p> <p>e. If we request, assign us your interest in the Restaurant Location lease and vacate promptly.</p> <p>f. Immediately deliver to us all confidential information, Brand Standards, manuals, computer software and database material, customer lists, records and files, forms, advertising and promotional material, signs and related items which bear our Proprietary Marks.</p> <p>g. Immediately sign agreements necessary for termination.</p> <p>h. Stop using the telephone numbers listed in directories under the name "Ivan Ramen" or any confusingly similar name.</p> <p>i. Strictly comply with the post-termination/post-expiration covenants not to compete.</p> <p>j. Continue to abide by restrictions on the use of our Confidential Information, trade secrets and know-how.</p> <p>k. Immediately refrain from engaging in any contacts with customers, suppliers, employees and all vendors of the Ivan Ramen Restaurant.</p> <p>l. Immediately surrender to us all computer software, data storage disks or tapes and other electronic media used in the operation of the franchised Business, printouts, and other information pertaining to computer operations, codes, procedures and programming.</p> <p>m. In fifteen (15) days, arrange with us for an inventory of personal property, fixtures, equipment, inventory and supplies. We have option for thirty (30) days to buy these at fair market value.</p> <p>n. If we choose not to take over the Restaurant, redecorate and remodel it to deidentify it.</p> <p>If we terminate for cause, we can take possession of the Business. If you dispute the termination, then we can operate the Business until the final court determination. If the court decides the termination was not valid, we must make a complete accounting for the period when we operated the Business.</p>
j. Assignment of contract by us	Section 14.01	<p>We will have the right to assign if the assignee is financially responsible and economically capable of performing our obligations under the Franchise Agreement, and agrees to perform these obligations. We may sell our assets, Proprietary Marks, or System; go public, etc. (see Franchise Agreement)</p> <p>We have the right to delegate the performance of any portion or all of our obligations under the Franchise Agreement to third party designees, whether these designees are our agents or independent contractors with whom we have contracted to perform these obligations.</p>
k. "Transfer" by you – definition	Section 14.02	Any assignment, transfer, subfranchising, sublicensing, sale, redemption or division of Agreement, franchised Business, Restaurant, any interest in them or a business entity franchisee.
l. Our approval of transfer by you	Section 14.02, 14.03	No transfer without our consent except as provided in Franchise Agreement (for example, transfer to a business entity you form for convenience, if you first obtain our prior written consent, which we will not unreasonably withhold in such an instance if the conditions stated in the Franchise Agreement are met).

Provision	Section in Franchise Agreement	Summary
m. Conditions for our approval of transfer	Sections 14.03, 14.04, 14.05	<p>a. The person to whom you propose to transfer (the "transferee") must apply to us for acceptance.</p> <p>b. Transferee must come to personal interview, or we may meet with transferee at his, her or its business or residence, and if we do you must reimburse us for our travel, lodging, meal and personal expenses.</p> <p>c. Transferee (or, if a business entity, the principals of the proposed transferee) must demonstrate the skills, qualifications, ethics, moral values and economic resources. necessary, in our reasonable judgment, to conduct the Business and to fulfill obligations to you.</p> <p>d. Transferee and his/her/its proposed Operations Manager and Trainer must attend and successfully complete Initial Training Program before assignment (and other training if we wish), at transferee's expense.</p> <p>e. The landlord of the Restaurant Location must consent in writing to the assignment of lease.</p> <p>f. You must have cured any existing defaults, fully comply with all obligations to us and satisfy your outstanding monetary obligations to third parties.</p> <p>g. Transferee must sign new Franchise Agreement (but need not pay another Initial Franchise Fee). The term of the new Franchise Agreement will be the balance of your Franchise Agreement.</p> <p>h. Transferee must have acquired, or will be able to immediately acquire following the signing of the new Franchise Agreement, all permits, licenses and other authorizations legally necessary to operate Business.</p> <p>i. The Total Sales Price may not be so excessive, in our determination, that it jeopardizes the continued economic viability and future operations of the franchised Business and/or the transferee. See Franchise Agreement for definition of "Total Sales Price."</p> <p>j. If transferee is a business entity, owners must sign guarantees and confidentiality/ non-competition agreements. Spouses of owners need not sign a personal guarantee.</p> <p>k. You and your owners must sign a general release (subject to state law).</p> <p>l. If the transferee is a business entity, all of the requirements of its new Franchise Agreement concerning business entities must be complied with before we sign the new Franchise Agreement and must continue to be complied with.</p> <p>m. You must give us copies of the proposed assignment contract and signed assignment contract.</p> <p>n. The transferee, at its expense, must upgrade the Restaurant to conform with then-current standards and specifications within the time we reasonably specify.</p> <p>o. You must correct any existing deficiencies of the Restaurant of which we have notified you.</p> <p>o. You must pay us a transfer fee of \$10,000.</p>
n. Our right of first refusal to purchase your business	Section 14.06	We can match any offer for your Business. If we exercise our right of first refusal, you and your selling owner(s) agree that, for two (2) years beginning on the closing date, you and they will be bound by the non-competition covenant contained in Section 12.02 of the Franchise Agreement. We have the unrestricted right to assign this right of first refusal to a third party, who then will have the same rights described here.
o. Our option to purchase your business	Section 19.01	We have the option to buy your franchised Business's assets upon termination or expiration.
p. Your death or disability	Section 14.05	On your death or disability your rights pass to your "Estate". Your Estate may continue operating the Business if it provides an acceptable Operating Principal. The Estate shall have a reasonable period of time (not to exceed six (6) months

Provision	Section in Franchise Agreement	Summary
		following the death or disability to sell (as applicable) Franchisee or the franchised Business in accordance with the provisions of Section 14.05 (conditions for our approval of transfer) of the Franchise Agreement, and subject to our right of first refusal to purchase the business under Section 14.06 of the Franchise Agreement. This Operating Principal must successfully complete our next Initial Training Program and assume full-time operation of the franchise within 1 month of your death or disability. The Estate must pay us a \$1,000 administrative fee. From the date of your death or disability until a Operating Principal assumes full time control, we can operate your Business, but need not do so. See Item 6. Or, the Estate may sell the franchise in accordance with the requirements described in m. above. This provision is subject to state law.
q. Non-competition covenants during the term of the franchise	Section 12.02	No involvement in competing business anywhere in U.S.
r. Non-competition covenants after the franchise is terminated or expires	Section 12.02	No competing business for two (2) years within your Territory, within ten (10) miles of the perimeter of your Territory, or within ten (10) miles of the perimeter of (or within) any Ivan Ramen Business Territory.
s. Modification of the agreement	Sections 8.03, 25.01; 27.01	No oral modifications generally, but we may change the Brand Standards. Any Brand Standards change will not conflict with or materially alter your rights and obligations under the Franchise Agreement.
t. Integration/merger clause	Section 24.01	Only the terms of the Franchise Agreement, the Exhibits to the Franchise Agreement and all agreements signed with it are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. However, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	Not applicable	No provision for arbitration or mediation.
v. Choice of forum	Section 30.04	Litigation must be at a state or federal district court of competent jurisdiction in the state, county and judicial district in which our principal place of business is then located, subject to state law.
w. Choice of law	Section 30.03	New York law applies, subject to state law.

See the state addenda to the Franchise Agreement and disclosure document for special state disclosures.

**Area Development Agreement:**

<b>Provisions</b>	<b>Section in Area Development Agreement</b>	<b>Summary</b>
a. Length of the franchise Term	Section 4.01	Term is from date we sign agreement until the earlier of either the actual or scheduled date of execution of the last Franchise Agreement scheduled to be signed under the Area Development Agreement.
b. Renewal or extension of the term	Section 4.02	The Area Development Agreement is not renewable.
c. Requirements for you to renew or extend	Not applicable	Not Applicable.
d. Termination by you	Section 15.02(2)	a. You may terminate the Area Development Agreement if you and we agree in writing. b. You may terminate the Area Development Agreement on any grounds provided by applicable law.
e. Termination by us without cause	Not applicable	Not applicable.
f. Termination by us with cause	Article 15	The Area Development Agreement describes defaults throughout – please read it carefully. The termination of your Area Development Agreement will give us the right to terminate your Franchise Agreement(s); except that your failure to satisfy the Development Schedule will not terminate any of the Franchise Agreements you already signed with us, so long as you have opened the Businesses covered by the signed Franchise Agreements and you are not in default of the Franchise Agreements. In addition, the termination of your Franchise Agreement(s) will give us the right to terminate your Area Development Agreement.
g. "Cause" defined - defaults which can be cured	Section 15.03	Except for defaults described in h. below, you have 15 days to cure any default under the Area Development Agreement.
h. "Cause" defined - non-curable defaults	Section 15.01 and 15.02	Automatic, without notice: bankruptcy, insolvency, receivership, dissolution or levy. On notice to you: a. You omitted or misrepresented a material fact in information you furnished us in connection with our decision to sign the Area Development Agreement. b. We and you agree in writing to terminate the Area Development Agreement. c. You, any of your Principals, and/or, if you are a business entity, any owner, member, shareholder, director or manager is convicted of a felony, etc. d. You make an unauthorized transfer. e. You do not comply with the covenant not to compete during the term of the Area Development Agreement; violate restrictions pertaining to the use of Confidential Information contained in the Area Development Agreement; or, do not obtain the signing of the additional covenants required by the Area Development Agreement.

Provisions	Section in Area Development Agreement	Summary
		<p>f. You make a willful misrepresentation or do not make a material disclosure required by any governmental authority.</p> <p>g. You use or duplicate any aspect of our System, services, programs or products in an unauthorized fashion.</p> <p>h. You engage in any business or market any service or product under a name or mark which, in our opinion, is confusingly similar to our Proprietary Marks.</p> <p>i. You engage in conduct which reflects materially and unfavorably upon the operation and reputation of the Businesses, us or the Ivan Ramen Restaurant System.</p> <p>j. The termination of your Area Development Agreement will give us the right to terminate your Franchise Agreement(s); except that your failure to satisfy the Development Schedule will not terminate any of the Franchise Agreements you already signed with us, so long as you have opened the Businesses covered by the signed Franchise Agreements and you are not in default of the Franchise Agreements. In addition, the termination of your Franchise Agreement(s) will give us the right to terminate your Area Development Agreement.</p>
i. Your obligations on termination / nonrenewal	Section 16.01	<p>a. Pay all money owing to us or our affiliates, and third parties.</p> <p>b. If we terminate the Agreement for your default, pay us all expenses, including attorney's and expert's fees.</p> <p>c. Immediately sign all agreements necessary for termination.</p> <p>d. Strictly comply with the post-termination/post-expiration covenants not to compete</p> <p>e. Continue to abide by restrictions on the use of our Confidential Information.</p> <p>Termination of the Area Development Agreement for your failure to comply with the Development Schedule will not terminate any of the Franchise Agreements you already signed with us, so long as you have opened the Businesses covered by the signed Franchise Agreements and you are not in default of the Franchise Agreements.</p>
j. Assignment of contract by us	Section 12.01	We will have the right to assign the Area Development Agreement if the assignee is financially responsible and economically capable of performing our obligations under the Area Development Agreement, and agrees to perform these obligations. We may sell our assets, Proprietary Marks, or System; go public, etc. (see Area Development Agreement).
k. "Transfer" by you – definition	Section 12.02	Any assignment, sale, transfer, shared, reconsidering, subfranchising or dividing, voluntarily or involuntarily, of the Area Development Agreement, the franchised Business, the Restaurant, or any interest in the franchised Business, the Restaurant or a Business Entity Franchisee (including any capital stock, membership, partnership or proprietary interest of you or anyone who controls you).
l. Our approval of transfer by you	Section 12.02, 12.03 and 12.04	No transfer without our consent except as provided in Area Development Agreement (for example, transfer to a business entity you form for convenience.).
m. Conditions for our approval of transfer	Sections 12.03 and 12.04	See l., above.

<b>Provisions</b>	<b>Section in Area Development Agreement</b>	<b>Summary</b>
n. Our right of first refusal to purchase your business	Not applicable	Not applicable.
o. Our option to purchase your business	Not applicable	Not applicable
p. Your death or disability	Section 12.04	On your death or disability (if you are an individual), or the death or disability of your last surviving owner (if you are a business entity), that person's rights pass to his or her "Estate". The Estate may continue operating the Business if it provides an acceptable Area Business Manager. This Area Business Manager must assume full time operation of the franchise within 90 days of death or disability.
q. Non-competition covenants during the term of the franchise	Sections 11.01, 12.02	No involvement in competing business anywhere. Prohibition on franchisee employing or soliciting for employment any current or former employee of franchisor or its affiliates (also known as a no-poach/non-solicitation provision). Subject to state law.
r. Non-competition covenants after the franchise is terminated or expires	Section 11.01, 12.02	No involvement in competing business for 2 years within your Development Territory, within a 10 mile radius of the perimeter of your Development Territory or within a 10 mile radius of the perimeter of (or within) any Ivan Ramen Restaurant Business (whether company-owned, franchised or otherwise established and operated). Prohibition for 2 years on franchisee employing or soliciting for employment any current or former employee of franchisor or its affiliates (also known as a no-poach/non-solicitation provision). Subject to state law.
s. Modification of the agreement	Section 18.05	No oral modifications.
t. Integration/merger clause	Section 18.05	Only the terms of the Area Development Agreement, the Exhibits to the Area Development Agreement and all agreements signed with it are enforceable (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. However, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	Not applicable	Not applicable.
v. Choice of forum	Sections 13.03 and 18.13	Litigation must be in a state or federal district court of competent jurisdiction situated in the state, county and judicial district in which our principal place of business is then located (currently Westchester County, New York), except that we may bring an action for an injunction in any court with jurisdiction (see Area Development Agreement). (Subject to state law.)

Provisions	Section in Area Development Agreement	Summary
w. Choice of law	Section 18.12	New York law applies. Your state law may supersede this provision and it may not be enforceable in your state. (Subject to state law.)

### **ITEM 18 PUBLIC FIGURES**

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

### **ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Chad Combs c/o Ivan Ramen Franchising LLC, 42 Maple Street, Dobbs Ferry, NY 10522, [chad@ivanramen.com](mailto:chad@ivanramen.com), telephone number (512) 788-0170, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table No. 1  
Systemwide Outlet Summary  
For Years ~~2022~~2023 to ~~2025~~2024

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	<del>2023</del> 2022	0	0 <del>1</del> *	0 <del>+1</del>
	<del>2023</del> 2024	0 <del>1</del>	4* <del>0</del>	<del>+1</del>
	<del>2024</del> 2025	4 <del>0</del>	0 <del>1</del>	<del>-+1</del>
Company-Owned	<del>2023</del> 2022	1	1	0
	<del>2024</del> 2023	1	1	0
	<del>2024</del> 2025	1	1	0
Total Outlets	<del>2023</del> 2022	1	4 <del>2</del>	0 <del>+1</del>
	<del>2024</del> 2023	4 <del>2</del>	2 <del>1</del>	<del>+1</del>
	<del>2024</del> 2025	2 <del>1</del>	4 <del>2</del>	<del>-+1</del>

\* This outlet was not an Ivan Ramen Restaurant but rather, an Ivan Ramen “ghost kitchen” operated by Doordash. Also note, we do not count in these Item 20 tables any outlets outside of the United States, U.S. territories or U.S. possessions.

\* This outlet was not an Ivan Ramen Restaurant but rather, an Ivan Ramen “ghost kitchen” operated by Doordash. Also note, we do not count in these Item 20 tables any outlets outside of the United States, U.S. territories or U.S. possessions.

**Table No. 2**  
**Transfers of Franchised Outlets from Franchisees**  
**to New Owners (other than the Franchisor)**  
**For Years ~~2022~~2023 to ~~2025~~2024**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
All States	<del>2023</del> 2022	0
	<del>2024</del> 2023	0
	<del>2024</del> 2025	0
Total	<del>2023</del> 2022	0
	<del>2023</del> 2024	0
	<del>2024</del> 2025	0

**Table No. 3**  
**Status of Franchised Outlets**  
**For Years ~~2022~~2023 to ~~2025~~2024\***

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminatio ns	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Opera- tions - Other Reasons	Column 9 Outlets at End of the Year
<del>Nevada</del> New <del>York</del>	<del>2022</del> 2023	0	0	0	0	0	0	0
	<del>2024</del> 2023	0	<del>4</del> 0	0	0	0	0	<del>4</del> 0
	<del>2024</del> 2025	<del>4</del> 0	<del>0</del> 1*	0	0	0	<del>4</del> 0	<del>0</del> 1
New York	<del>2022</del> 2023	0	<del>0</del> 1	0	0	0	0	<del>0</del> 1
	2024	1	0	0	0	0	1	0
	2025	0	0	0	0	0	0	0
Total	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	1	0
	2025	0	1	0	0	0	0	1

\* If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

\* This outlet is smaller than a typical Ivan Ramen Restaurant, with a streamlined menu, and is part of a food hall in a hotel.

**Table No. 4**  
**Status of Company-Owned Outlets**  
**For Years ~~2022~~2023 to ~~2024~~2025\***

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
New York	<del>2022</del> 2023	1	0	0	0	0	1
	<del>2024</del> <del>2023</del>	1	0	0	0	0	1
	<del>2024</del> 2025	1	0	0	0	0	1
Total	<del>2022</del> 2023	1	0	0	0	0	1
	<del>2023</del> 2024	1	0	0	0	0	1
	<del>2024</del> 2025	1	0	0	0	0	1

**Table No. 5**  
**Projected Openings as of December 31, ~~2024~~2025**

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlet in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlet in the Next Fiscal Year
<del>Nevada</del>	1*	0	0
<del>New York</del>	0	1	0
Total	<del>1</del> 0	1	0

Our franchisee in Nevada whose Ivan Ramen Restaurant (smaller than normal) in a food hall in Las Vegas, Nevada ~~has not yet~~ opened in 2025, is Venetian Las Vegas Gaming, LLC, Attention: Julian Griffiths, SVP Food and Beverage, whose telephone number is 702-607-9673 and address is 3355 S Las Vegas Blvd, Las Vegas, NV 89109. Otherwise, we do not yet have any current franchisees in the United States regarding the type of franchise offered by this Disclosure Document -- Ivan Ramen Restaurants -- and did not have any in the United States as of the end of our last fiscal year, so we cannot list any addresses and telephone numbers of their outlets in that regard.

Except as noted above, we do not have any franchisees in the United States who signed a Franchise Agreement but who had not yet opened their Restaurants as of the close of our last fiscal year end.

During our most recently completed fiscal year, we did not terminate, cancel or not renew the franchise of any franchisee in any state. There is no franchisee in any state who, during the same period, transferred his or her franchise or otherwise voluntarily or involuntarily ceased to do business

\* If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

\* ~~This outlet is planned be smaller than a typical Ivan Ramen Restaurant, with a streamlined menu, and is planned to be part of a food hall in a hotel.~~

under the Franchise Agreement during the same period. There is no franchisee in any state who has not communicated with us within ten (10) weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system. There are no trademark-specific franchisee organizations associated with the franchise system.

## **ITEM 21            FINANCIAL STATEMENTS**

We were formed on July 12, 2021. Our fiscal year end date is December 31. Our audited financial statements as of December 31, ~~2024~~2025, December 31, ~~2024~~2023, and December 31, ~~2022~~2023 are in Exhibit C.

## **ITEM 22            CONTRACTS**

Copies of all proposed agreements regarding the franchise offering are included in Exhibits A and B. These include the following:

Exhibit A to this Disclosure Document: Franchise Agreement

Exhibit A: Franchised Territory; Restaurant Location

Exhibit B: Proprietary Marks

Exhibit C: Required Provisions for Lease Rider

Exhibit D: Software License Agreement

Exhibit E-1: Confidentiality/Non-Competition Agreement

Exhibit E-2: Confidentiality Agreement (Non-Managerial Personnel)

Exhibit F: Guarantee

Exhibit G: General Release – Successor Term

Exhibit H: General Release – Assignment

Exhibit I: List of Franchisee’s Owners

Exhibit B to this Disclosure Document: Area Development Agreement

Exhibit A: Development Territory

Exhibit B: First Unit Franchise Agreement You and We Will Sign

Exhibit C: Confidentiality/Non-Competition Agreement

Exhibit D: Guarantee

## **ITEM 23            RECEIPTS**

You will find copies of a detachable receipt in Exhibit I at the very end of this disclosure document.

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**EXHIBIT A TO FRANCHISE DISCLOSURE DOCUMENT**  
**FRANCHISE AGREEMENT**

**IVAN RAMEN**  
**RESTAURANT FRANCHISE AGREEMENT**

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EXHIBITS:

- A FRANCHISED TERRITORY; RESTAURANT LOCATION
- B PROPRIETARY MARKS
- C REQUIRED PROVISIONS FOR LEASE RIDER
- D SOFTWARE LICENSE AGREEMENT
- E-1 CONFIDENTIALITY/NON-COMPETITION AGREEMENT
- E-2 CONFIDENTIALITY AGREEMENT (NON-MANAGERIAL PERSONNEL)
- F GUARANTEE
- G GENERAL RELEASE – SUCCESSOR TERM
- H GENERAL RELEASE - ASSIGNMENT
- I LIST OF FRANCHISEE’S OWNERS

**IVAN RAMEN**  
**RESTAURANT FRANCHISE AGREEMENT**

THIS RESTAURANT FRANCHISE AGREEMENT (this "Agreement") is entered into between IVAN RAMEN FRANCHISING LLC, a New York limited liability company with its principal office at 42 Maple Street, Dobbs Ferry, NY 10522 ("we," "us," "our" or "Franchisor") and \_\_\_\_\_ whose principal address is \_\_\_\_\_ ("you," "your" or "Franchisee"), as of the date signed by us and set forth opposite our signature on this Agreement (the "Effective Date").

**1. PURPOSE AND SCOPE OF THIS AGREEMENT**

**1.01 The Ivan Ramen Restaurant Businesses, System and Proprietary Marks**

We and/or our affiliates have, over a considerable time period and with considerable effort, developed a proprietary system which we may improve, further develop, or otherwise modify from time to time (the "System") for opening and operating businesses (each a "Business") that operate casual dining restaurants (each, a "Restaurant") specializing in the sale of ramen (Japanese style noodle) dishes / American Izakaya with a diverse selection of broths, noodles, proteins, sauces and garnishes as well as rice bowls, Japanese appetizers, alcoholic beverages, and other food and beverage products for on-premises (including a sit-down, eat-in noodle shop) and off-premises consumption (including delivery and take-out) and related programs, products and services. The System makes use of the trademark, service mark and fictitious business name "Ivan Ramen" and certain other trademarks, service marks, trade names, related emblems, designs, labels, trade dress, signs and symbols, copyrighted materials and other intellectual property (collectively, the "Proprietary Marks"), which we will designate as licensed to you in this Agreement, Exhibit B hereto, our Brand Standards (as described below) and/or otherwise.

From time to time and in our sole discretion, we may grant to persons who meet our qualifications, and are willing to undertake the investment and effort, a franchise to own and operate a Restaurant offering the products, services and programs we authorize and using our System. We may improve, further develop or otherwise modify our System from time to time.

As a franchise owner of a Restaurant, you will comply with this Agreement and all of our then-current standards, specifications and requirements in order to maintain the high and consistent quality that is critical to attracting and keeping customers for Restaurants.

You have applied for a franchise to own and operate a Restaurant.

**2. GRANT OF FRANCHISE AND LICENSE**

**2.01 Grant of Franchise and Licenses**

We grant you, and you accept, the right to use the Proprietary Marks and the System, during the Initial Term, in connection with establishing and operating a Business and Restaurant at the Location (as defined in Section 6.01) identified on Exhibit A within the Territory described in Section 3.01 below. You agree to use the Proprietary Marks and System as we may change, improve, modify or further develop them from time to time as provided in this Agreement, and to operate your Business and its Restaurants only in accordance with the terms and conditions of this Agreement, any related agreements and the Brand Standards. You further agree to honestly and diligently perform your obligations under this Agreement and to use your best efforts to promote the Restaurant. You may not sub-franchise or otherwise grant to any other "Person" (meaning both natural persons and legal entities, including corporations, partnerships, limited liability companies and trusts) any interest in this Agreement or the franchise granted hereby, except as otherwise provided in this Agreement.

### 3. TERRITORY

#### 3.01 Territory

Your right to operate a Business is restricted to the geographic area described in Exhibit A attached hereto (the "Territory"). Your Business may establish only one Restaurant within the Territory under this Agreement.

#### 3.02 Our Restrictions

Except as stated in the terms and conditions in Section 3.04 ("Rights We Reserve"), within the Territory during the Term, neither we nor any affiliate (meaning any individual or entity we control, which controls us, or which is under common control with us, together our "affiliates") will operate or grant a franchise for a restaurant business operated under the Proprietary Marks of the type franchised to you hereunder, or a similar or competitive business. These restrictions will terminate immediately upon the expiration or termination of this Agreement for any reason.

Outside of the Territory, we and/or our affiliates reserve the right to operate any number of Businesses, and/or authorize others to operate same, at any location whatsoever, including one or more locations that may be proximate to, but not within, the Territory.

#### 3.03 Your Restrictions

Your Business may only offer and sell its programs, products and services in, at and from your Restaurant and only to customers situated within the Territory. Under no circumstance may your Business establish any physical presence outside of your Territory at or from which your programs, products or services are sold or furnished. Nor may your business offer or sell its programs, products or services anywhere, through any means or manner other than your Center, including alternative channels of distribution, such as the internet/worldwide web and other forms of electronic commerce, "800" or similar toll-free telephone numbers (other than those we establish and make available to you for your customers to place orders with your franchised Restaurant); supermarkets, grocery stores or convenience stores; mail order; catalogs; or, any other distribution channel whatsoever except from your franchised Restaurant. Under no circumstances may your Business offer delivery of System menu items or products outside of your Territory except as we may (but need not) authorize in writing. You may use third-party online ordering and/or delivery aggregators in accordance with our System standards or as approved in writing by us.

You may only engage in the retail sale of System programs, products and services. You are prohibited from engaging in the wholesale sale or distribution of any System programs, products or services, or the programs, products, equipment, and services which your Business is required or permitted to use or sell under this Agreement, or any component or ingredient of any of the foregoing which now or in the future constitutes part of the System. "Retail sale" means any sale by you directly to an ultimate consumer. "Wholesale sale or distribution" means any sale or distribution by you to a third party for resale, retail sale, or further distribution. "Component" means any constituent part, ingredient, element, segment or derivative.

#### 3.04 Rights We Reserve

- (a) We reserve the right, if you fail to achieve Gross Revenues of at least \$1,250,000 (\$1.25 million) per year in any calendar year during the Term, to remove any territorial protections you have under this Agreement, upon notice to you.
- (b) You understand and agree that we and/or our affiliates may, in or outside the Territory (except as we are restricted by Section 3.02 of this Agreement), engage in any business activity and deploy any business concept whatsoever and use our Proprietary Marks or any other names or marks owned or developed by us or our affiliates in connection with such other concepts and business activities (including but not limited to Ivan Ramen "ghost kitchens" or hubs that offer only delivery or takeout services). You further understand and

agree that this Agreement does not confer upon you any right to participate in or benefit from such other concepts or business activities, regardless of whether it is conducted under the Proprietary Marks or not. Our and our affiliates' rights to engage in other business activities are specifically reserved and may not be qualified or diminished in any way by implication. We thus may engage in, or authorize others to engage in, any form of business offering and selling any type of program, product or service except as restricted by Section 3.02 above.

- (c) By way of example, we and/or our affiliates may own, operate or authorize others to own or operate any type of business at any location whatsoever, including within your Territory, so long as such other business does not sell under the Proprietary Marks the type of programs, products or services which your Business offers and sells (except as permitted below). Further, we and/or our affiliates may own, operate or authorize others to own or operate Businesses at any location outside of your Territory, including immediately proximate to your Territory.
- (d) In addition, you understand and agree that we and/or our affiliates alone have the right to offer and sell within and outside your Territory, and under the Proprietary Marks, any and all programs, products or services and/or their components or ingredients (including those used or sold by your franchised Business), whether or not a part of the System, through any alternative method of distribution including, without limitation, such alternative channels of distribution as the internet/worldwide web; any other form of electronic commerce; "800" or similar toll-free telephone numbers; supermarkets, grocery stores and convenience stores; mail order; catalogs; television sales (including "infomercials"); food trucks; take-away premises; online networks; other permanent, temporary or seasonal food service facilities; or, any other channel of distribution whatsoever except for a Restaurant in your Territory.
- (e) You also understand and agree that we and/or our affiliates have the right to offer and sell (directly, or through other franchisees or licensees) System programs, products and services at any and all nontraditional locations, including nontraditional locations situated in your Territory, through the establishment of Restaurants, kiosks, mobile units, ghost kitchens, concessions or "shop in shops", and that, by contrast, you are precluded from engaging in such activity. "Nontraditional locations" are locations or venues at which access to the general public is restricted and include sports arenas and venues; theatres; resorts; food retailers (including supermarkets, grocery stores and convenience stores); malls and mall food courts; schools and universities; hospitals and healthcare facilities; airports; guest lodging facilities; day care facilities of any type; government facilities; condominium and cooperative complexes; the premises of any third party retailer which is not a restaurant (including shops, stores and department stores); military bases and installations; airlines, railroads and other modes of mass transportation.
- (f) You further agree that, both within and outside the Territory, we and/or our affiliates alone have the right to sell System programs, products and services to National, Regional and Institutional Accounts. "National, Regional and Institutional Accounts" are organizational or institutional customers whose presence is not confined to your Territory, including (by way of example only): business entities with offices or branches situated both inside and outside of your Territory; government agencies, branches or facilities; guest lodging networks; healthcare networks; the military; and, any other customer whose presence is not confined to your Territory. Only we will have the right to enter into contracts with National, Regional and/or Institutional Accounts (which may include facilities within your Territory). If we receive orders for any Ivan Ramen Restaurant products or services calling for delivery or performance in your Territory as a result of our engaging in commerce with National, Regional and Institutional Accounts, then we will have the right, but not the obligation, either to require you to fulfill such orders at the price we agree on with the customer or to give you the opportunity to fulfill such orders at the price we agree on with

the customer. If we give you the opportunity to fulfill such orders and if, for any reason, you do not desire to or cannot serve the customer, or if the customer desires for any or no reason to deal exclusively with us, our affiliate or another franchisee and not with you, then we, our affiliate or any other Ivan Ramen Restaurant franchisee may serve the customer within your Territory, and you will not be entitled to any compensation. The procedures governing our National, Regional and Institutional Accounts program are set forth in our Brand Standards.

- (g) For the purposes of this Agreement, an “affiliate” of an individual or entity (such as you or us) is defined to mean any individual or business entity which directly or indirectly is controlled by, controls or is under common control with that person or entity.

#### **4. INITIAL TERM AND SUCCESSOR TERM**

##### **4.01 Initial Term**

The initial term (“Initial Term”) of this Agreement will begin on the Effective Date and will end on the ten (10) year anniversary of the day you commence the operation of your franchised Business and open your Restaurant to the public pursuant to Section 8.01 of this Agreement, unless this Agreement is sooner terminated in accordance with its provisions.

##### **4.02 Successor Term and Successor Agreement**

You will have the conditional right to enter into one (1) successor Restaurant Franchise Agreement (the “Successor Franchise Agreement”), featuring a term of ten (10) years (a “Successor Term”) if you have complied with the conditions and procedures for successor term specified in Article 13 below. The first Successor Term will begin on the date that the Initial Term expires. The Successor Franchise Agreement will supersede this Agreement. The Successor Franchise Agreement may not take the form of this Agreement; but, instead, may each take the form of our then-current franchise agreement and may materially vary from this Agreement in all respects, except that no “initial franchise fee” will apply to you; the boundaries of your Territory will remain the same; the limited, conditional rights to a successor agreement, as identified in this Agreement, will not be incorporated; and, the Continuing Royalty in a Successor Term will not be greater than the Continuing Royalty that we then impose on similarly situated franchisees entering into a successor term of their Restaurant Franchise Agreements. The conditions to and procedures governing your conditional right to a successor agreement are set forth below in Article 13.

#### **5. YOUR PAYMENTS TO US**

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

You agree to pay us an Initial Franchise Fee of \$35,000. The Initial Franchise Fee is payable in full on the Effective Date of this Agreement; is not refundable; and, will be deemed fully earned when paid solely in consideration of our execution of this Agreement and not in exchange for any particular programs, products, services or assistance.

##### **5.02 Continuing Royalty**

You agree to pay us a monthly Continuing Royalty equal to 5.0% of your previous month's Gross Revenues, as defined in Section 5.04. The Continuing Royalty is solely in consideration of our granting you the franchise conferred by this Agreement and is not in exchange for any particular goods, services or assistance we may furnish you. Such payment will be due on the 15<sup>th</sup> day of each month unless we notify you otherwise.

If a state or local law where your Ivan Ramen Restaurant Business is located prohibits or restricts in any way your ability to pay and our ability to collect the Continuing Royalty or any other applicable fees (such as the brand contributions described in Section 5.03 below) derived from the sale of alcoholic beverages at your Restaurant (an “Alcohol Restriction Law”), you will be required to pay whatever increased percentages of all Gross Revenues not deriving from the sale of alcohol are necessary so that the applicable fee you pay us in dollars equals the amount you would pay if you were not subject to an Alcohol Restriction Law.

### **5.03 System Brand Contribution; Regional Brand Contribution**

We reserve the right to establish a System Brand Fund at any time to expend money to promote the brand for the benefit of the entire System, which we may require each Ivan Ramen Restaurant Business to contribute. If we do so, you agree to pay us a monthly System Brand Contribution in the amount we specify from time to time, provided that it shall not be higher than 1.5% of your prior month's Gross Revenues (as defined in Section 5.04). Such payment will be due on the 15<sup>th</sup> day of each month unless we notify you otherwise. As of the Effective Date, we have not yet established a System Brand Fund and your required System Brand Contribution is 0.00% of your prior month's Gross Revenues, but we reserve the right to increase such amount, upon notice to you (within the bounds set by the last sentence above), at any time in our business judgment. If we establish a System Brand Fund, the System Brand Contributions will be expended in accordance with Section 10.01 below.

In addition, we reserve the right to require you, at any time, to pay us a monthly Regional Brand Contribution in the amount we specify from time to time, provided that it shall not be higher than 1.5% of your prior month's Gross Revenues (as defined in Section 5.04). As of the Effective Date, there is no required Regional Brand Contribution, but we reserve the right to require one, upon notice to you (within the bounds set by the last sentence above), at any time in our business judgment. Such payment will be due on the 15<sup>th</sup> day of each month unless we notify you otherwise. Such Regional Brand Contributions, if any are collected, will be expended as provided for in Section 10.01 below with respect to the System Brand Contribution but on a regional, rather than a system-wide, basis.

### **5.04 System Technology Fee**

We reserve the right, at any time during the Term, upon notice to you, to require that you pay us a monthly System Technology Fee in the amount we specify from time to time, provided that it shall not be higher than 1.0% of your prior month's Gross Revenues (as defined in Section 5.04). Such payment will be due on the 15<sup>th</sup> day of each month unless we notify you otherwise. As of the Effective Date, we do not require any System Technology Fee, but we reserve the right to require payment of such a fee, upon notice to you (within the bounds set by the last sentence above), at any time in our business judgment. The System Technology Fee, if any are collected, will be expended to improve, develop, and maintain technology used for the benefit of the System.

### **5.05 Definition of Gross Revenues**

"Gross Revenues" means all revenues and income from any source that you directly or indirectly derive or receive from, through, by or on account of the operation of your franchised Business and/or Restaurant (including, without limitation, income related to take-outs, catering operations, digital and online sales including through third-party online ordering and/or delivery aggregators, special events and revenues and income from permitted non-restaurant operations conducted under or using the Marks), whether received in cash, in services, in kind, from barter and/or exchange (valued at the full retail value of the goods or services received), on credit (whether or not you ultimately receive payment on credit transactions), or otherwise. Gross Revenues specifically includes revenues and income you receive from the proceeds of any business interruption insurance policies and/or the sale of any promotional or premium items. You may deduct from Gross Revenues, to the extent they had been included in your calculation of Gross Revenues, documented refunds, charge backs, credits and allowances that you give in good faith to customers; proceeds from property damage or liability insurance; and proceeds from any civil forfeiture, condemnation, or seizure by government entities. You may also deduct from Gross Revenues all sales taxes or similar taxes which you legally charge to customers if you add the taxes when you charge the customer; send the tax payments to the appropriate tax authorities when due; furnish us within thirty (30) days of payment an official receipt for the payment of the taxes or any other evidence that we reasonably consider acceptable; and, state in the monthly report required by Section 5.06 of this Agreement the amount of all these taxes and the payments to which they relate.

We may, from time to time, authorize certain other items to be excluded from Gross Revenues. Any such permission may be revoked or withdrawn at any time in writing by us in our sole discretion. The following are included within the definition of Gross Revenues described except as noted below:

(a) The full value of meals furnished to your employees as an incident to their employment, except that the value of any discounts extended to such employees may be credited against Gross Revenues during the week in which the meals were furnished for the purpose of determining the amount of Gross Revenues upon which the Continuing Royalty is due; and

(b) All proceeds from the sale of coupons, gift cards or vouchers; provided, that at the time such coupons, gift cards or vouchers are redeemed the retail price thereof may be credited against Gross Revenues during the week in which such coupon, gift card or voucher is redeemed for the purpose of determining the amount of Gross Revenues upon which the Continuing Royalty is due. If sales proceeds are not recorded and reported for purposes of the Continuing Royalty at the time the coupon, gift card or voucher is sold, or if such coupons, gift card or vouchers are distributed free of charge, no credit against Gross Revenues is permitted upon redemption of such coupon, gift card or voucher.

#### **5.06 Reporting and Payment**

A. You agree to submit a monthly report to us for our receipt on or before the tenth day of each month. The monthly report will consist of a statement reporting all Gross Revenues for the preceding month and your calculation of the Continuing Royalty and System Brand Contribution due thereon, all in the manner and form we prescribe. You must manually or electronically sign the monthly report as we direct. We reserve the right to require you to file your monthly reports electronically or through any now or hereafter developed mode of communication and/or data transmission. You also agree to furnish to us any other financial or non-financial data that we request concerning the activity of your Business in the form, manner and frequency that we request it.

B. On or before the tenth day of each month, you agree to pay us the Continuing Royalty and System Brand Contribution (and any Regional Brand Contribution and System Technology Fee (if any)) due for the preceding month, as specified in your monthly report.

C. We reserve the right to require the transmission of these and any other payments required under this Agreement by direct account debit, electronic funds transfer or other similar technology now or hereafter developed to accomplish the same purpose. If we require you to make payments by direct account debit, electronic funds transfer or other similar technology we designate, you agree to deposit and maintain at all times sufficient funds to cover all fees and payments you owe to us and our affiliates in a segregated bank account (the "Bank Account") that you form and maintain for the franchised Business and Restaurant. If you fail to properly report the Restaurant's Gross Revenues and any other sales data and/or information we request through this alternative method based on the deadlines described above, we may debit your Bank Account for one hundred twenty percent (120%) of the last Continuing Royalty and System Brand Contribution that we debited (together with the interest noted in Section 5.06(D) below). If the amounts that we debit from your Bank Account are less than the amounts you actually owe us (once we have determined the Restaurant's true and correct Gross Revenues), we will debit your Bank Account for the balance. If the amounts that we debit from your Bank Account are greater than the amounts you actually owe us, we will credit the excess against the amounts we otherwise would debit from your Bank Account during the following period. The Bank Account must have the capacity to make payments through the means we designate, and you must sign all documents required by your bank, our bank and us or for approval and implementation of the debit or transfer process. If and when we have implemented this requirement, you may not change the Bank Account without our advance written approval. You agree to pay all costs of direct account debit, electronic funds transfer or other similar technology we designate.

D. You agree to pay us or our affiliates interest on any overdue amounts owed to us or our affiliates (under this or any other agreement) at the maximum commercial contract interest rate permitted by law. If there is no applicable legal maximum rate, interest will be calculated at the rate

of seven percent (7%) per annum and be payable on the fifteenth day of each month that an amount is past due. This provision does not constitute consent to late payments or an agreement to extend credit. If you are delinquent in any required payment, in addition to the interest described above, you will pay a late fee of three percent (3%) of the overdue amount, and we or our affiliate may apply any payment from you to any obligation due in whatever order and for whatever purposes as we determine, whether or not there is any contrary designation by you. In the event that you are eligible to receive any payments from us pursuant to an incentive program, we may apply such incentive payments to offset any of your past due indebtedness to us. We may also set-off any amounts you or your owners owe us or our affiliates against any amounts we or our affiliates owe you or your owners. You may not withhold, set-off or recoup payment of any amount due on the grounds of the alleged non-performance or breach of any of our or our affiliates' obligations under this or any other agreement.

E. In addition to all other payments under this Agreement, you agree to pay us or our affiliates immediately upon demand: (a) all sales taxes, trademark license taxes, gross receipts taxes and any other taxes imposed on or required to be collected or paid by us, our affiliates and/or our third party designees (as applicable) (excluding any corporate income taxes imposed on us, our affiliates and/or our third party designees) because we, our affiliates and/or our third party designees (as applicable) have furnished programs or services to you, collected any fee from you, licensed our Proprietary Marks to you and/or entered into this Agreement with you; (b) all amounts we advance, pay or become obligated to pay on your behalf for any reason; and, (c) any amount to reimburse us for costs and commissions paid or due to a collection agency or in connection with our collection efforts; and (d) all amounts you owe us or our affiliates for programs, products or services that you purchase from us or our affiliates.

## **6. SITE SELECTION, CONSTRUCTION, TRADE DRESS AND LEASE REQUIREMENTS**

### **6.01 Restaurant Location**

A. You may operate your franchised Business only from your Restaurant premises location (the "Location"). You may use the Location for no other purpose than the operation of the franchised Business. We must approve your Location, in our sole business judgment.

If we license you to operate more than one franchised Business, you may employ a single business office for all your Businesses, so long as the office is within the Territory of one of your franchised Businesses and no more than one hour's driving time from the farthest boundary of each of your Territories.

B. If you have suggested a Location which we have approved before the execution of this Agreement, then the address of that Location will be set forth on Exhibit A to this Agreement. If you have not suggested a Location which we have approved before the execution of this Agreement, then the following provisions will apply:

We will furnish to you our Restaurant site selection criteria and/or suggestions following the execution of this Agreement. You agree to use your best efforts to find an acceptable Location within the Territory. You must comply with all our Restaurant specifications, requirements and restrictions. The Location will be subject to our advance written approval, and our determination will be final. We may require you to submit maps, completed checklists, photographs, diagrams of the premises with measurements and other information and materials which we may reasonably require to evaluate your proposed Location. After you present a proposed site to us including all information we request, we will have 3 weeks to approve or disapprove the proposed site.

It is of the essence of this Agreement that you select a Location, identify it to us, obtain our advance written approval and agreement to that Location, and sign a lease approved by us (or provide proof of ownership) for your Location, all within two (2) months following the date of our execution of this Agreement. If you intend to own the Location, then you agree to furnish to us proof of ownership or an executed contract of sale within thirty (30) days following our approval of the Location. If you do not secure a Location within the time limits and following the procedures specified in this Section

6.01, then this failure will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure. If we terminate the Agreement for this reason, then all funds you paid us will be considered earned by us.

You understand that any advice or suggestions we furnish regarding site selection and our proposal, inspection and/or approval of any proposed site for your Location will not constitute, and will not be deemed to constitute, our express or implied representation, warranty, guarantee or any other indication of the prospective profitability, viability or merit of the Location.

### **6.02 Location Lease**

If you will be leasing the Location, then promptly following our written approval of your proposed Location site, you agree to obtain a lease or sublease for the Location which, unless we otherwise approve the lease in advance, must be accompanied by a rider incorporating the requirements specified in Exhibit C to this Agreement. You agree to deliver to us a copy of any proposed lease or sublease and any related documents (collectively, the "Lease") before you execute the Lease. Any Lease will be subject to our advance written approval, which we will not unreasonably withhold or delay, provided, however, that we expressly reserve the right to disapprove any Lease not accompanied by a rider embracing all of the provisions of Exhibit C and whose term is not at least as long as the Initial Term of this Agreement. If we do not communicate our approval or disapproval of a proposed Lease to you within twenty business days following our receipt of the proposed Lease, and if the Lease is accompanied by a rider containing the required provisions of Exhibit C, then the Lease will be considered approved.

You may not, in any Lease, create any obligations or grant any rights against us or our affiliates or agree to any term, condition or covenant which is inconsistent with this Agreement or any related agreement. You also acknowledge and agree that you are bound by the terms, conditions, covenants and obligations of the Lease and that your failure to comply with the Lease will constitute a material breach of this Agreement. You may not assign, transfer or encumber your Lease or sublet all or any part of the Location without our advance written approval.

### **6.03 Construction of Your Restaurant**

After acquiring the Location by lease or purchase, you shall at your expense construct your Restaurant or, if applicable, convert the existing premises at the Location to become your Restaurant, in conformity with the final plans and specifications which we have approved (as provided in Section 6.03). At your expense and prior to commencing construction of your Restaurant, you must obtain all necessary permits, licenses, variances and approvals pertaining to the building, occupancy, signs, utilities, zoning, use, and any other permits, approvals or variances which are necessary to permit the construction and use of a Restaurant as may be required by federal, state and local laws, rules, regulations or ordinances. You shall certify to us in writing that all such permits, licenses, variances and approvals have been obtained.

You must engage a qualified, licensed and bonded general contractor to construct your Restaurant and to complete all improvements. You must obtain and maintain in force during the entire period of construction the insurance required under Section 9.01 of this Agreement. Your indemnification of us, our affiliates and all others specified in Section 8.10 below applies to each and every activity arising from or related to the construction of your Restaurant. You understand that our approval of your final plans for your Restaurant does not render us liable for any defects, neglects, omissions, errors or negligence associated with such plans and shall not in any fashion be construed to diminish or negate your indemnification of us, our affiliates and the others referenced in Section 8.10 below nor render us liable in any fashion or to any extent for any liabilities engendered thereby.

You must use your best efforts to complete the construction or conversion of your Restaurant promptly. You must provide us with comprehensive information regarding all phases of the development process of the Location as we may require, such as weekly progress reports during conversion, in the format we designate. This information will include (without limitation and as applicable) the names, addresses and telephone numbers of your architect, civil engineer, surveyor,

general contractor, subcontractors, principal vendors and environmental consultant, and the primary contact for each; copies of all permits, licenses, contractor's liability insurance certificates and other similar items required for the conversion of your Restaurant; and, copies of all construction or remodeling contracts and documents, along with originals of all lien waivers and copies of all invoices. These requirements will also apply to any construction, remodeling, renovation or refurbishing of your Restaurant at any time after it opens.

We will not be responsible for delays in construction, conversion, remodeling, equipping or decoration or for any loss resulting from your Restaurant's plans that you furnished to us pursuant to Section 6.03 before implementing the changes. You hereby grant us access to your Location while work is in progress. We may require any reasonable modifications of the construction of your Restaurant that we consider necessary or desirable in our reasonable business judgment. If you fail to promptly begin the design, construction, equipping and opening of your Restaurant with due diligence, we may elect to terminate this Agreement immediately upon notice to you. All signs at your Restaurant must conform to our sign criteria, unless you demonstrate good cause and we consent in writing to such non-conformance.

You will notify us of the scheduled date for completion of construction no later than ninety (90) days prior to such date. When construction is complete and before you open your Restaurant, your architect and general contractor must provide us with a certificate stating that the as-built plans for the Restaurant fully comply with the Americans with Disabilities Act (the "ADA"); the architectural guidelines under the ADA; and, all other laws, rules, regulations, codes and ordinances applicable to the Restaurant and the Location, including any requirements set forth in the Lease for the Location.

We will have the right, but not the obligation, to conduct a final inspection of the completed Restaurant before it opens. We may require any corrections and modifications we consider reasonable and necessary to bring the Restaurant into compliance with the plans and specifications we approved. The Restaurant will not be allowed to open if the Restaurant does not conform to the approved plans and specifications, including changes thereto that we may approve.

#### **6.04 Specifications and Sources of Supply**

We will provide you with a sample layout or schematic for the interior of a prototype or sample Restaurant and a set of typical preliminary plans and specifications for, and, where we have certain specifications, the approved sources of supply of your Restaurant's furniture, fixtures, equipment, signs, certain kitchen equipment, Point of Sale system, and/or other trade dress elements. We reserve the right to be (and earn a profit as) an approved source or the only approved source of certain of your Restaurant's furniture, fixtures, equipment, décor, artwork, design elements, aesthetics, and/or other trade dress elements and to earn a profit from such activity. If we have not specified a source of supply for any such item, then you may purchase that item from any source, so long as the items purchased are in strict accordance with any specifications concerning the item which we have issued in the Brand Standards or otherwise. You must obtain our advance written consent before deviating in any fashion from our specifications. If you wish to so deviate, you must give us at least three (3) weeks written notice with the details of all deviations to review and approve any deviations you wish to make from the sample / prototype layout or specifications we provide in this regard, and may not commence construction or buildout until you have done so and we have approved such deviations in writing.

All signs at your Restaurant must conform to our sign criteria, unless we otherwise consent in writing, for good cause you demonstrate.

The sample layout and preliminary plans we furnish you will not address the requirements of any federal, state or local law, code or regulation, including those of the ADA or similar laws or rules. You alone, working with your architect or engineer (if applicable), are responsible for ensuring that your Restaurant, as constructed, complies with all applicable laws, rules, regulations, ordinances, building codes, fire codes, permit requirements and the ADA. Further, the sample layout and preliminary plans we furnish you will not contain the requirements of, and may not be used for, construction drawings or other documentation necessary to obtain permits or authorizations to build and/or

operate a specific Restaurant. You agree, at your expense, to employ architects, designers, engineers or others, all as we may specify, necessary to complete, adapt, modify or substitute the layout, plans and specifications for your Restaurant.

You must employ a qualified, licensed architect and/or engineer that we specify or, if we do not specify, who is reasonably acceptable to us to prepare preliminary plans and specifications for the site improvement and construction of your Restaurant (which must be based on the sample layout and preliminary plans we furnish to you). You must submit a complete set of your proposed final plans and specifications to us and obtain our written approval of them before you seek to register them with any governmental or quasi-governmental agency or begin construction of your franchised Restaurant. Our approval will be based on our assessment of compliance with our standards for new Restaurants. We will not assess compliance with federal, state or local laws, rules or regulations, including the ADA. Your architect must certify to you in writing that the plans and specifications for your Restaurant comply with the ADA; the architectural guidelines under the ADA; all applicable federal, state and/or local laws, rules and regulations for accessible facilities; and, all other applicable federal, state or local laws, rules and regulations (including building codes, fire codes and permit requirements). You must furnish us with a copy of this certification prior to opening for business.

You agree that any plans and specifications you prepare and submit to us will be irrevocably licensed to us in perpetuity. We, our affiliates and any other franchisees to whom we give these plans and specifications may use them without owing you any compensation or being liable to you in any way.

#### **6.05 Maintaining Your Restaurant**

You shall at all times maintain at your sole expense the interior and exterior of your franchised Restaurant and the entire franchised Location and any other facilities used by the franchised Business in first class condition and repair, and in compliance with all applicable laws, rules, regulations and our Brand Standards, except to the extent that we may otherwise expressly agree in writing.

#### **6.06 Refurbishing Your Restaurant**

We have the right to require you, once every five (5) years during the Initial Term of this Agreement, at your sole expense, to update, remodel, refurbish, renovate, modify or redesign the Restaurant so that it reflects our then-current standards. If any such direction of ours requires you to expend more than \$15,000 to effect the directed activity, then you will have six months following your receipt of our notice to comply with our direction. In addition, we will relieve you from our direction if in our sole opinion you will be unable to amortize the additional investment required during the balance of the Initial Term of this Agreement; however, under these circumstances, we may extend the term of this Agreement to allow for a new schedule of amortization, and if we do so you will be required to comply with our direction.

#### **6.07 Relocation of Your Restaurant**

You may not relocate your Restaurant to another location without first obtaining our written approval for the new location and reimbursing us for any reasonable costs we incur in considering your request. If you relocate the Restaurant with our approval subject to the terms of this Section 6.07, the new location will be the "Location" of the franchised Business. Any relocation will be at your expense. You must pay us a Relocation fee of up to \$5,000 if you relocate your Restaurant to reimburse our expenses for relocation analysis. All leases or subleases that you enter into, all plans and specifications for your relocated Restaurant that you adduce and all construction, remodeling, renovation or other such activity that you perform at and for the relocated Restaurant must be in accordance with all of the provisions of this Article 6 and our then-current standards, specifications and requirements.

#### **6.08 Time Is Of the Essence**

**Subject to the provisions of Article 20 of this Agreement (“Unavoidable Delay or Failure to Perform [Force Majeure]”), time is of the essence with regard to each and every requirement of this Article 6.**

## **7. OUR DUTIES**

### **7.01 Confidential Operating Brand Standards; Policy Statements**

We will lend you one copy of our confidential operating manuals (the "Brand Standards"). The Brand Standards may take the form of one or more of the following: one or more loose leaf or bound volumes; bulletins; notices; videos; CD-ROMS; computer software; other electronic media; online postings; e-mail and/or electronic communications; facsimiles; or, any other now or hereafter developed medium capable of conveying the Brand Standards' contents.

The Brand Standards will, among other things, set forth our operating systems, procedures, policies, methods, standards, specifications and requirements for operating your franchised Business. You agree to operate your Business in strict compliance with the Brand Standards.

We have the right to prescribe additions to, deletions from or revisions of the Brand Standards (the "Supplements to the Brand Standards"), all of which will be considered a part of the Brand Standards. All references to the Brand Standards in this Agreement will include the Supplements to the Brand Standards. Supplements to the Brand Standards will become binding on you as if originally set forth in the Brand Standards, upon being delivered to you.

You acknowledge that we are the owner of all proprietary rights in the Brand Standards and all intellectual property rights connected therewith (including common law copyright) and that you are acquiring no property or other right to the Brand Standards other than a license to use it and comply with it during the term of this Agreement. You agree to ensure at all times that your copy of the Brand Standards is current and up-to-date. If there is any dispute as to your compliance with the provisions of the Brand Standards and any Supplements to the Brand Standards, the master copy of the Brand Standards and any Supplements to the Brand Standards maintained at our principal office will control.

In addition to the Brand Standards, we may issue policy statements designed to provide you with information and/or insight as to our current thinking about various business issues or strategies. Policy statements are not part of the Brand Standards, are not contracts and do not create any contractual or other binding obligation on either you or us.

### **7.02 Initial Training Program**

After you secure a Restaurant Location, and at least three (3) weeks (but no more than two (2) months) before the opening of your franchised Restaurant, your head Chef for your Restaurant and your Operations Manager (as defined in Section 8.07) and your Trainer must attend and successfully complete an initial training program (the "Initial Training Program"), which we will provide at no additional expense to you (except, as provided below, in instances where you ask us to provide our Initial Training Program for additional or replacement personnel). We will determine the date of commencement, location and duration (currently two and one-half weeks / thirteen business days) of the Initial Training Program, in our business judgment, and notify you of them. If you wish to include more trainees from your Business in the Initial Training Program, you may include more, up to a total of six (6) trainees (including the above-referenced individuals), at no additional charge, provided that they are all fully trained by us concurrently in the same Initial Training Program session.

If we reasonably conclude in our business judgment that either your head Chef or your Operations Manager or Trainer has failed to attend or successfully complete our Initial Training Program to our satisfaction in our business judgment, then that person may re-enroll in our next scheduled Initial Training Program at no additional charge. We will have the right to terminate this Agreement if, following your Initial Training Program (including re-enrollment training), we determine that your head Chef or your Operations Manager or Trainer has failed to attend or successfully complete our Initial Training Program to our satisfaction, in our business judgment. This failure will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure. If we terminate the Agreement for this reason, then all funds you paid us will be considered earned by us and shall not be refunded.

You must pay an additional charge to us for providing the Initial Training Program to additional or replacement personnel beyond the total of up to six whom we initially, concurrently train as described above. This charge will be no greater than \$2,500 per person who receives such additional Initial Training Program. This training is required of any replacement Operations Managers, replacement Trainer(s), and replacement head Chefs of your Restaurant.

We reserve the right at all of our training programs to determine the duration of such programs, what subjects are included in the curriculum of our training programs and to train any number of individuals from any number of Businesses, whether franchised or otherwise affiliated with us, at the same time. Under no circumstance will you be compensated for any work your trainees may perform or services your trainees may render in the course of participating in any of our training programs. We reserve the right to furnish our training programs by means of a company intranet or other electronic means of communication (such as web-based tutorials, video streaming, or through other now or hereafter developed media).

At all times during the term of this Agreement, you agree to pay all the expenses incurred by each of your trainees or attendees in connection with any training, conferences, conventions or other meetings they attend, including, but not limited to, their salaries, transportation costs, meals, lodging and other living expenses.

### **7.03 On-Site Training or Assistance**

With respect to the preparation for opening and opening of your Restaurant, we will provide a chief management level employee of ours or another senior representative of ours, for up to five (5) business days, to assist you with such on-site pre-opening as well as opening assistance as we deem appropriate and advisable in our business judgment; provided, that: (a) we shall have the right to determine to provide the pre-opening portion of such "on-site" assistance at a location other than your Location (such as our own affiliated-owned Restaurant or our training facilities in New York City), require you to travel to such location for such purpose at your own cost and expense, and to have such training or assistance have such duration as we determine (but not more than five business days); and (b) you must also reimburse us for any related expenses incurred by our representatives in providing such assistance to you, such as their costs of travel, lodging, and meals. Beyond the foregoing, if you request our further pre-opening and opening assistance, or we otherwise deem such assistance appropriate, we may charge a reasonable fee for our services, in addition to requiring you to pay or reimburse us for any expenses incurred by our employees or representatives, and you agree that the fees described in this Section are reasonable.

After any pre-opening and opening assistance we provide, you may request on-site training or assistance at any time in accordance with guidelines we may specify in the Brand Standards or otherwise. We will not be obligated to provide such on-site training or assistance, but if we elect to do so, we may impose a fee for each day of on-site training or assistance we agree to provide, up to \$2,500 per day. The timing of all advice, consultation and training provided for in this Agreement will be subject to the availability of our personnel and our business judgment.

### **7.04 On-Going Training**

We may from time to time develop additional training programs which your head Chef and your Operations Manager and your Trainer must attend and successfully complete. We will determine the duration, curriculum and location of these future additional training programs. We reserve the right to furnish such programs by means of a company intranet or other electronic means of communication (such as web-based tutorials, video streaming, or through other now or hereafter developed media). We may require such programs (such as a refresher training course, and/or an annual conference with training) no more than two times per year.

In addition, we may from time to time conduct an annual conference, convention or training session. We will determine the duration, curriculum and location of these. You (if an individual) and your Operations Manager (and, if we require, your Trainer) must attend each annual conference, convention or training session at your sole expense (including travel, lodging, food and other living expenses).

We reserve the right to charge our then-current training or conference fees for such programs, which shall be up to \$500 per day per trainee and an aggregate of up to \$10,000 per year for such on-going training programs and conferences. You also agree to pay all of the expenses incurred by your trainees or attendees in connection with any additional training programs we develop, including their salaries, travel costs, meals, lodging and other living expenses.

#### **7.05 Field Support Services**

After you have opened your Restaurant, we may from time to time offer you field support services, supervision and/or assistance that we consider advisable through on-site visits, off-site sessions, telephonic, electronic or other communication modes. You may also at any time communicate with our headquarters for consultation and guidance with respect to the operation and management of your Business. The timing of our field support and headquarter consultation services will be subject to the availability of our personnel.

#### **7.06 Accounting, MIS and POS Systems**

We may, but need not specify the electronic and/or written accounting and management information system ("MIS"), procedures, formats and reporting requirements which you will utilize to account for your franchised Business; maintain your financial records and Restaurant data; and, generate reports for both you and us. In addition to operating reports, payroll, cash management and general ledger accounts, these systems may be tailored to provide computerized point-of-sale ("POS") scanning and invoice entry and/or automated "smart phone" (or other) customer purchase tracking/payment transactions. You will be solely responsible for performing all bookkeeping, recordkeeping and accounting duties prescribed under this Agreement or in the Brand Standards and for bearing the costs of these activities. You acknowledge that, as of the Effective Date, we require you to negotiate your own contract with Toast for use of their POS system and terminals, but we may modify that requirement at any time.

#### **7.07 Pricing**

Because enhancing the Ivan Ramen Restaurant interbrand competitive position and consumer acceptance for Ivan Ramen's programs, products and services is a paramount goal of us and our franchisees, and because this objective is consistent with the long term interest of the System overall, we may exercise rights with respect to the pricing of Restaurant programs, products and services to the fullest extent permitted by then-applicable law. These rights may include (without limitation) prescribing the maximum and/or minimum prices which you may charge for the foregoing; recommending prices; advertising specific prices for some or all of the foregoing, which prices you will be compelled to observe (colloquially referred to as "price point advertising campaigns"); engaging in marketing, promotional and related campaigns which you must participate in and which may directly or indirectly impact your prices (such as "buy one, get one free"); and, otherwise mandating, directly or indirectly, the maximum and/or minimum prices which you may charge. We may engage in any such activity either periodically or throughout the Term of this Agreement. Further, we may, in our sole business judgment, engage in such activity only in certain geographic areas (cities, states, regions) and not others; with respect to certain types of Restaurants but not others; or, with regard to certain subsets of franchisees and not others. You understand that any maximum, minimum or other prices we prescribe or suggest may or may not optimize the revenues or profitability of your franchised Business. However, subject to the terms and conditions of this Section 7.07, nothing in this Agreement may be construed to prevent you from otherwise freely establishing your own prices. You acknowledge that prices at Ivan Ramen Restaurants may vary by region. We will take into consideration your Location and opinion in regard to prices.

#### **7.08 Social Media Publicity Prior to Restaurant Opening**

We will make commercially reasonable efforts to assist with calling attention to the opening of your Restaurant by posting about it on social media, in our sole business judgment.

## **7.09 Nature of Obligations**

All our obligations under this Agreement are to you alone. No other party is entitled to rely on, enforce or obtain relief for breach of any of our obligations hereunder, either directly or by subrogation.

## **8. YOUR DUTIES**

### **8.01 Opening Date**

You must fulfill all of your pre-opening obligations set forth in this Agreement, the Brand Standards and in other written notices from us, and open your franchised Restaurant to the general public no later than fifteen (15) months following the Effective Date. Time is of the essence. If you fail to comply with any of such obligations, we will have the right to prohibit the Restaurant from opening.

You will not be allowed to open your Restaurant without our written approval, which we will not unreasonably withhold. In order to obtain our approval to open, you must: obtain all required state, local and other required government certifications, permits and licenses, furnish to us copies of all such required permits and licenses; furnish to us copies of all insurance policies required under this Agreement; attend and successfully complete our Initial Training Program to our satisfaction (as provided in this Agreement); pay us or our affiliates any amounts due through the date that you request our approval to open; not be in default under any agreement with us or any affiliate of ours; not be in default under, but instead be current with, all contracts or agreements with your principal vendors, suppliers and other business creditors (including the lessor or sublessor of your Location, us and our affiliates); and, otherwise comply in all respects with the pre-opening obligations set forth in this Agreement, the Brand Standards or other written notices we may furnish to you. In addition to the foregoing, you must submit to us a request to open your Restaurant. Once we receive your request, we will notify you in writing whether or not the Restaurant meets our standards and specifications. If we approve your request to open your Restaurant, our acceptance is not a representation or warranty, express or implied, that the Restaurant complies with any engineering, licensing, environmental, labor, health, building, fire, sanitation, occupational, landlord's, insurance, safety, tax, governmental, or other statutes, rules, regulations, requirements, or recommendations nor a waiver of our right to require continuing compliance with our requirements, standards, or policies.

You must send us a written notice of the actual opening date (the "Opening Date") of the Restaurant franchised hereunder concurrent with such opening.

### **8.02 Manner of Operation**

Your franchised Business and the Restaurant it operates must comply at all times with every provision of this Agreement, the System and the Brand Standards. You may not use the System or the Proprietary Marks for the benefit of any business other than the franchised Business. You may not conduct (or permit anyone else to conduct) any business at your Restaurant other than the franchised Business embraced by this Agreement without first obtaining our written consent, which we may withhold for any reason or no reason. You acknowledge, understand and agree that your strict compliance with the System, this Agreement and the Brand Standards are of the essence to this Agreement and are critically important to you, us and all other franchisees, since your failure to adhere to the System, this Agreement and/or the Brand Standards may damage the reputation and goodwill enjoyed by the Ivan Ramen Restaurant network and the Proprietary Marks.

To the extent that we have furnished to you, or otherwise permitted you to inspect, the Brand Standards prior to your execution of this Agreement, you hereby irrevocably affirm and attest that you have reviewed our Brand Standards in detail and in its entirety; that the Brand Standards are commercially reasonable in all respects; and that the Brand Standards do not in any fashion exceed our ability to promulgate requirements in same under this Agreement.

### **8.03 Modifications to the System**

In the exercise of our sole business judgment, we may from time to time modify any components of the System and requirements applicable to you by means of Supplements to the Brand Standards or otherwise, including, but not limited to, altering the programs, products, services, methods,

standards, accounting and computer systems, forms, policies and procedures of the System; adding to, deleting from or modifying the programs, products and services which your franchised Business is authorized and required to offer; altering System policies, procedures, methods and requirements; modifying or substituting required equipment, technology, signs, trade dress and other Business characteristics that you will be required to adhere to (subject to the limitations set forth in this Agreement); requirements pertaining to capturing and relaying to us customer information and data; and, changing, improving, modifying or substituting one or more of the Proprietary Marks. You agree to implement any such System modifications as if they were part of the System at the time you signed this Agreement. You also understand and agree that such modifications may obligate you to invest additional capital or incur higher operating costs.

You acknowledge that because uniformity under many varying conditions may not be possible or practical, we reserve the right to materially vary our standards or franchise agreement terms for any particular franchised Business, based on the timing of the grant of the franchise, the peculiarities of the particular market area or circumstances, business potential, population, existing business practices, other non-arbitrary distinctions or any other condition which we consider important to the successful operation of the franchised Business. You will have no right to require us to disclose any variation or to grant the same or a similar variation to you.

#### **8.04 Cobranding**

We may determine from time to time to incorporate in the System programs, products or services which we either develop or otherwise obtain rights to, which are offered and sold under names, trademarks and/or service marks other than the Proprietary Marks and which your Business, along with some or all other Businesses, will be required to offer and sell. This activity, referred to as “cobranding”, may involve changes or additions to the Proprietary Marks and may require you to make modifications to your Restaurant’s premises and the furniture, fixtures, equipment, signs and trade dress of your Restaurant. If we give written notice to you that we are instituting a cobranding program, you agree promptly to implement that program at your Restaurant at the earliest commercially reasonable time and to execute any and all instruments required to do so.

#### **8.05 Compliance with Laws, Rules and Regulations**

You agree to adhere to the highest standards of honesty, integrity and fair dealing in all dealings with the public and to operate your Business in strict compliance with all laws, rules, regulations, ordinances, policies and procedures of any federal, state, county, municipal or local governmental or quasi-governmental agency, commission and/or authority which govern the construction or any element of the operation of your franchised Restaurant and Business. You also agree to obtain and keep in good standing all licenses, permits and other governmental consents and approvals which are now or hereafter required to operate your Restaurant and Business now or in the future.

You represent and warrant to us that, as of the date of this Agreement and at all times during the term hereof, and to your actual or constructive knowledge, neither you, any affiliate of yours, any individual or entity having a direct or indirect ownership interest in you or any such affiliate (including any shareholder, general partner, limited partner, member or any type of owner), any officer, director, manager, or management employee of any of the foregoing, nor any funding source you utilize is or will be identified on the list of the U.S. Treasury’s Office of Foreign Assets Control (OFAC); is directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government or by any individual that is subject to an embargo imposed by the United States government; is acting on behalf of any country or individual that is subject to such an embargo; or, is involved in business arrangements or other transactions with any country or individual that is subject to an embargo. You agree that you will immediately notify us in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties incorrect. Notwithstanding anything to the contrary in this Agreement, you may not allow, effect or sustain any transfer, assignment or other disposition of this Agreement to a “Specially Designated National or Blocked Person” (as defined below) or to an entity in which a “Specially Designated National or Blocked Person has an interest. For the purposes of this Agreement, “Specially Designated National or Blocked Person” means: (i) a person or entity designated by OFAC

(or any successor officer agency of the U.S. government) from time to time as a “specially designated national or blocked person” or similar status; (ii) a person or entity described in Section 1 of U.S. Executive Order 13224, issued on September 23, 2001; or, (iii) a person or entity otherwise identified by any government or legal authority as a person with whom you (or any of your owners or affiliates) or we (or any of our owners or affiliates) are prohibited from transacting business.

You further agree that you will not hire, retain, employ or otherwise engage the services of any individual or entity in contravention of the Patriot Act; any law, rule or regulation pertaining to immigration or terrorism; or, any other legally prohibited individual or entity.

You are solely responsible for ascertaining what actions you must take to comply with all anti-terrorism laws, and you specifically acknowledge and agree your indemnification responsibilities as provided in this Agreement pertain to your obligations under this Section 8.05. Any misrepresentation by you under this Section 8.05. or any violation of the anti-terrorism laws by you, your owners, or employees will constitute grounds for immediate termination of this Agreement and any other agreement you have entered into with us or any of our affiliates.

#### **8.06 Health, Safety and Cleanliness**

You shall meet (or exceed) and maintain the highest health standards and ratings applicable to the operation of your franchised Restaurant. You shall furnish to us, within five (5) days following your receipt thereof, a copy of all inspection reports, warnings, citations, certificates, or ratings resulting from inspections of your Restaurant conducted by any federal, state, county, local or other governmental agency, commission and/or authority.

You shall comply with our requirements and specifications concerning the quality, service and cleanliness of your Restaurant; the programs, products and services sold, offered for sale and/or provided at the Restaurant; and, the operation of the Restaurant under the System, as those requirements may be specified by us in this Agreement, in the Brand Standards or otherwise in writing.

You shall permit us or our agents, at any reasonable time and with or without notice, to remove samples of items from your franchised Business' inventory, or from your franchised Restaurant, without payment therefor, in amounts reasonably necessary for testing either by us or an independent laboratory to determine whether said samples meet our then-current standards and specifications. We may require you to bear the costs of such testing if the supplier of the item has not previously been approved by us or if the sample fails to conform with our specifications.

You shall at all times maintain your franchised Restaurant in the highest degree of sanitation, repair and condition.

#### **8.07 Participation in the Operation of the Business; Operations Manager; Trainer**

You agree, at all times during the Term, to have in place qualified personnel to personally oversee the work of the individuals who run the day-to-day operation of your franchised Business. You agree to devote your time, attention and best efforts to honestly and diligently perform your obligations under this Agreement, all ancillary documents relating to this Agreement and all other agreements which may now or hereafter be in effect between us (or any affiliate) and you (or any affiliate) and to promote the Restaurant. If you are licensed to operate more than one Business, then you agree to devote such amount of your time and attention to the performance of your duties as is necessary for the proper and effective operation of each such Business.

You must designate an “Operations Manager” for the effective operation of your franchised Business. If your entity's principal owner is an individual, then such individual may serve as the Operations Manager. If you are an individual, then you may serve as the Operations Manager. If your Operations Manager is not your principal owner, then before designating and engaging the services of the Operations Manager, you must identify such individual to us; furnish information to us (including a completed background check, at your expense) regarding the candidate's background, experience and credentials; and, secure our prior written approval of the candidate, which we will not

unreasonably withhold or deny. The Operations Manager must attend and successfully complete our Initial Training Program. In addition, the proposed Operations Manager must demonstrate to our satisfaction (both at the time of approval and on a continuing basis thereafter) that he/she satisfies our educational, managerial and business standards, and has the aptitude and ability to conduct, operate and supervise your franchised Business.

You must immediately notify us within five (5) days upon the death, disability or termination of employment of your Operations Manager, for any cause or reason, or if your Operations Manager no longer qualifies as such. You must designate a successor or acting Operations Manager promptly and, in any event, no later than ten days following the death, disability or termination of the predecessor Operations Manager. The above protocols and procedures governing your proposal and our approval of your initial Operations Manager shall apply to any successor Operations Manager you may propose. Any successor Operations Manager must possess those credentials set forth in our Brand Standards, must attend and successfully complete our next scheduled Initial Training Program and must attend and successfully complete such other reasonable training at such times as we may specify, all at your expense. The failure to employ and train a successor Operations Manager will constitute a material breach of this Agreement.

You must designate a "Trainer" for the effective operations of your franchised Business. If your entity's principal owner is an individual, then such individual may serve as the Trainer. If you are an individual, then you may serve as the Trainer. Your Trainer will be responsible for training your Restaurant staff. The Trainer role can also be filled by your Operations Manager, or an additional person whom you hire for the Trainer position. You must have a Trainer who has completed our entire Initial Training Program, at all times during the term of operation of your franchised Ivan Ramen Restaurant. If you (the franchisee) are a business entity, your Trainer need not have any equity interest in your business entity.

## **8.08 Requirements Concerning Programs, Products and Services**

### ***A. Programs, Products and Services You Sell***

You agree to sell all programs, products and services which are part of the System and all other programs, products and services which we in the future incorporate into the System unless, as to any one or more items, sale is prohibited by local law or regulation or we have granted you our advance written approval to exclude certain programs, products, or services. You may not sell any program, product or service which is not a part of the System or which we delete from the System.

You must maintain in sufficient supply products, materials, supplies and paper goods as conform to our then-current written standards and specifications (as set forth in the Brand Standards or otherwise) and must refrain from deviating therefrom by the use of any non-conforming items without our prior written consent. Your Restaurant must prepare all products utilizing such preparation standards, procedures and techniques as we specify and must refrain from any deviation from our standards and specifications without our prior written consent.

If you desire to sell any program, product, or service which is not a part of the System, then you must obtain our advance written permission, which we may deny for any or no reason. If we grant such advance written approval, then the program, product or service in question will become a part of the System; we may, but will not be required to, authorize the program, product or service for sale at one or more other Restaurants; we may subsequently revoke our approval for any or no reason; we will own all rights associated with the program, product, or service; and, you will not be entitled to any compensation therefor.

### ***B. Proprietary Programs, Products and Services***

You must purchase or lease any proprietary programs, products, systems, methods, platforms, supplies, equipment, materials or services used in conjunction with, offered or sold at the Restaurant which now comprise, or in the future may comprise, a part of the System and which were developed by, are proprietary to or kept secret by us or our affiliates, only from us, an affiliate of ours that we

designate or an independent distributor or supplier whom we designate and authorize. We impose this requirement to advance uniformity of the Ivan Ramen Restaurant concept and quality and to protect our trade secrets, which are of the essence to the System and this Agreement. Proprietary products may include our different types of noodles, certain stocks/soup concentrates (such as pork stock, chicken stock, paitan (both chicken and pork) stock, dashi, and fish stock), certain specialty ingredients, uniforms we may require your staff to wear, and any other category of programs, products, services or equipment.

We may require you to purchase and use proprietary, branded consumer items at your Restaurant, such as Ivan Ramen branded chopsticks, bowls, clothing, cookbooks and other merchandise. We may also require you to purchase such items from our designated supplier, and to offer any such items for sale at your Restaurant or to advertise them for sale on the web page and/or social media pages pertaining to your Restaurant.

We (or our affiliates or designees) will sell to you all proprietary products under terms we develop and advise you of from time to time. We reserve the right to earn a profit on the sale of proprietary products to you.

### **C. Sources of Supply and Specifications**

You must purchase certain required non-proprietary programs, products, systems, methods, platforms, supplies, equipment, materials or services, and comply with all specifications for same (such as our specifications for certain models of noodle cooker, steam kettle, oven, and certain furnishings, fixtures and equipment), from suppliers we designate in writing; from suppliers you propose and we approve; and/or, in accordance with our written specifications. Such standards and specifications may be specific as to brand name, item/model/catalog number, preparation or manufacturing facility, or other factors we consider relevant. All such designated sources must demonstrate, to our continuing reasonable satisfaction, the ability to meet our then-current standards and specifications for such items; that they possess adequate quality controls and capacities to supply your (and other Restaurants') needs promptly and reliably; and, must be approved in writing by us (and have not thereafter been disapproved) prior to any purchases by you from any such supplier. All such designated sources and specifications are subject to addition, modification, revocation and/or deletion by us from time to time upon notice given to you. If we revoke or delete any product, supply, equipment, component or approved supplier, then you must cease using any such disapproved item or supplier (or any items purchased from a revoked source of supply) which are inventoried by your Restaurant within ten (10) days following your receipt of written or electronic notice from us, unless the item or source of supply poses a threat to the health or safety of the public, in which case you must cease using such item or source of supply immediately upon notice from us orally, electronically, or in writing.

We may from time to time provide you with specifications governing the minimum standards of programs, products, services and/or equipment required to be used in or sold by your Restaurant, for which we do not designate a required source of supply. We will set forth such specifications in our Brand Standards or in other written or electronic notices we transmit to you. We may add to, modify or revoke our specifications in writing from time to time.

You may propose a new or substitute supplier in accordance with the following procedure:

1. You must submit a written request to us for approval of the supplier and then furnish us with the information, data and samples that we reasonably request;
2. The supplier must demonstrate to our reasonable satisfaction that it is able to supply the program, product, service or equipment to you meeting our specifications;
3. We or our agents must have the right, and must be permitted, to inspect the proposed supplier's facilities and to have samples from the supplier delivered either to us, an independent laboratory or another designee for testing, all at your and/or the proposed supplier's expense;

4. The proposed supplier must demonstrate to our reasonable satisfaction, following our inspection or other review, that it is in good standing in the business community in all respects; that the program, product, supply, equipment, material or service meets or exceeds our specifications and standards for same in all respects; and, that the proposed supplier's manufacturing and distribution capabilities are sufficient to furnish you (and other Restaurants) with the subject program, product, supply, equipment, material or service in a consistently timely, sanitary, hygienic and cost-efficient fashion;
5. We may require that the proposed supplier also agree to comply with such other requirements we may deem appropriate, including our ability to conduct continuing inspections and, in connection therewith, charge reasonable continuing inspection fees and administrative costs; and,

Nothing in the foregoing shall be deemed to require us to approve any particular supplier or to require us to make available to prospective suppliers any standards, specifications, procedures or protocols that we, in our business judgment, deem confidential.

We, our affiliate or our designee may be an approved source of supply for any such non-proprietary program, product, supply, equipment, material or service that you are required to purchase. However, you will not be obligated to purchase any such non-proprietary items solely from us or our affiliate. We will determine the prices we charge for any such item and will notify you of such prices at the time of sale, in our Brand Standards or otherwise. We reserve the right to earn a profit from selling any and all such non-proprietary items to you and other Ivan Ramen franchisees.

We may require you to purchase a legal license to stream music in your Restaurant.

We may require you to pay for and utilize certain online reservation services (such as OpenTable) for your Restaurant.

We may require you to use the electronic files of certain artwork and Ivan Ramen brand imagery that we furnish to you, in order to have printed artwork, design elements or other aesthetic/decorative materials we prescribe created for use in your Restaurant, at your cost and expense, using a service provider you select.

We and/or our affiliates may derive revenue - - in the form of promotional allowances, volume discounts, commissions, other discounts, performance payments, signing bonuses, rebates, marketing and advertising allowances, free products, and other economic benefits and payments - - from suppliers that we designate, approve, or recommend for some or all Ivan Ramen Restaurants on account of those suppliers' prospective or actual dealings with your franchised Restaurant and other Ivan Ramen Restaurants. That revenue may or may not be related to services we or our affiliates perform. All amounts received from suppliers, whether or not based on your or other franchisees' purchases from those suppliers, will be our and our affiliates' exclusive property, which we and our affiliates may retain and use without restriction for any purposes we and our affiliates deem appropriate. Any products or services that we or our affiliates sell you directly may be sold to you at prices exceeding our and their costs.

We also reserve the right to direct that any supplier rebates, refunds, advertising allowances or other consideration payable or paid as a result of your purchases of non-proprietary goods, services or equipment be paid until further notice to the System Brand Fund (to be expended as provided in this Agreement). If we do so, then you hereby acknowledge that you will not assert any interest in such monies.

#### ***D. Systemwide Supply Contracts***

We may, in the exercise of our business judgment, enter into supply contracts either for all Restaurants or a subset of Restaurants situated within one or more geographic regions (each, a "systemwide supply contract"). We may enter in such systemwide supply contracts with one or more

vendors for programs, products, supplies, equipment, materials and services that all company-owned and franchised Restaurants in the United States, or company-owned and franchised Restaurants in a designated geographic area, will be required to purchase, use and/or sell. If we do so, then immediately upon notification, you, we and all other Restaurants (or, as applicable, those in the designated geographic area) must purchase the specified program, product, supply, equipment, material or service only from the designated supplier. However, if at the time of our notification you are already a party to a non-terminable supply contract with another vendor or supplier for the item in question, then your obligation to purchase from our designated supplier under the systemwide supply contract will not begin until the scheduled expiration (or earlier termination) of your pre-existing supply contract.

We make no representation that we will enter into any systemwide supply contracts or other exclusive supply arrangements or, if we do so, that you would not otherwise be able to purchase the same programs, products and/or services at a lower price from another supplier. We may add to, modify, substitute or discontinue systemwide supply contracts or exclusive supply arrangements in the exercise of our business judgment.

#### ***E. Technology Requirements***

You understand and agree that it is vital for the System to feature state-of-the-art digital, e-commerce and other modern capabilities, platforms, "apps" and other now or hereafter developed infrastructure, tools, systems and analytics, and that these capabilities are constantly evolving and require continued focus, investment and innovation, all of which may trigger your need to comply with all current and any hereafter developed hardware and software purchase and utilization requirements we impose, as provided hereafter.

You must purchase, utilize, maintain, retire and replace the technology serving your franchised Business and as and when we require in the Brand Standards or otherwise in writing. Before the opening of the franchised Restaurant, you agree to procure and install, at your expense, the computer hardware, software, wired and/or wireless internet connections and service, required dedicated telephone and power lines, "smart phone" automated customer purchase tracking facilities and other computer-related accessories, peripherals and equipment that we specify in our Brand Standards or otherwise (the "computer and Point of Sale Systems"). You agree to obtain and maintain high-speed broadband communications access or other high-speed capacity that we require for your computer and Point of Sale systems. You also agree to maintain at all times a functioning e-mail address for your Business and such wi-fi service for your customers as we may designate in the Brand Standards. Despite the fact that you agree to buy, use, and maintain the computer and Point of Sale systems according to our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the computer and Point of Sale systems; (2) the manner in which your computer and Point of Sale systems interfaces with our and any third party's computer system; and (3) any and all consequences if the computer and Point of Sale systems are not properly operated, maintained, and upgraded.

You agree to provide all assistance we require to bring your computer and Point of Sale systems online with our computers at the earliest possible time and to maintain these connections as we require. You agree to input and maintain in your computer and Point of Sale systems all data and information which we prescribe in our Brand Standards, in our proprietary software (if any) and its manuals, and otherwise. We will have independent access to your computer and Point of Sale systems and we may retrieve from your computer and Point of Sale systems all information that we consider necessary, desirable or appropriate, and you will cooperate in giving us access to all such records (including all records in your POS system). You must accurately, consistently and completely record and provide through the computer and Point of Sale systems all information concerning the operation of the franchised Business that we require, in the form and at the intervals that we require. We may also from time to time adjust requirements pertaining to capturing and relaying to us customer information and data. You acknowledge and agree that all customer information and data arising out of or collected in connection with the operation of the Restaurant is Confidential

Information and we are the sole owner of all right, title, and interest in and to such customer information and data in accordance with Section 12.01 of this Agreement.

You agree to use the proprietary software developed by us or on our behalf. You must sign, when we request, our standard form Software License Agreement (Exhibit D). We will initially furnish our proprietary software and associated manuals and materials to you at our expense. You agree to purchase from us new, upgraded or substitute proprietary software whenever we determine to adopt them system-wide, at the prices and on the terms that we establish (separate and apart from any Technology Fee we may require from time to time). You agree to use any proprietary software and software support services that, in the future, either we develop and provide or which are provided on our behalf by a third party supplier we designate, and you will execute any standard form software license agreement that a third party software provider requires if reasonably necessary to do so.

You agree, at your expense, to keep your computer and Point of Sale systems current and in good maintenance and repair. We may mandate that you add memory, ports, accessories, peripheral equipment and additional, new or substitute software. Following our testing and determination that it will prove economically or systemically beneficial to you and to us, you agree to install at your own expense the additions, modifications, substitutions and/or replacements to your computer and Point of Sale systems' hardware, software, telephone and power lines and other computer and Point of Sale system facilities as we direct, on the dates and within the times we specify in our Brand Standards or otherwise. Although we cannot estimate the future costs of your computer and Point of Sale systems or required service or support, and although these costs might not be fully amortizable over this Agreement's remaining term, you agree to incur the costs of obtaining the computer hardware and software comprising the computer and Point of Sale systems (or additions and modifications) and required service or support, which might include fees payable to us and/or our affiliates. We have no obligation to reimburse you for any computer and Point of Sale systems costs.

You understand and agree that modes of computerization and communication are rapidly evolving and that, accordingly, we may require you at your expense to purchase, install and utilize at your franchised Business and Restaurant such hereafter developed or modified modes of computerization, hardware, software, equipment, accessories, facilities, capabilities, communication, media and/or interfaces as we, in our sole business judgment, determine to incorporate into the System. You shall do so at such time and in such manner as we designate, in our Brand Standards or other written notices. You may be required to purchase such newly developed modes of computerization, as well as improvements to or modifications of your computer and point-of-sale systems, from us or our affiliates and, in connection therewith, enter into related license and support agreements requiring you to pay us and/or our affiliates standard support and maintenance fees. We reserve the right to charge license, support, maintenance and other technology fees separately or in the aggregate and to change the basis of the allocation of any fees from time to time to reflect: (i) any increase or decrease in the costs and expenses of providing the applicable services, or (ii) any change in the competitive needs of the System, including the right to change the basis for charging such fees, so long as the charges are computed on a fair and consistent basis among similarly situated System Restaurants receiving the services for utilizing the applicable systems.

Upon termination or expiration of this Agreement, you must return or transfer all software, disks, tapes and other magnetic storage media, as well as all data, software licenses, software or hardware access passwords and codes used in conjunction with your operation of your franchised Restaurants to us in good condition, allowing for normal wear and tear.

You will provide to us all user ID's and passwords required to access files and other information stored on your franchised Business's computer and Point of Sale systems. You will at all times ensure that the only personnel conducting transactions on your computer and Point of Sale systems will be those who have been trained and qualified in accordance with the requirements of our Brand Standards.

### **8.09 Web Sites/Social Media**

Regarding website domains devoted to any Ivan Ramen Business(es), we alone will own and control the uniform resource locators (“URLs”) of such website domains. We may establish one or more such websites accessible through one or more URLs and, if we do, we will design and provide for the benefit of your franchised Business a “click through” subpage at each such website for the promotion of your particular Restaurant. If we establish one or more websites or other modes of electronic commerce and if we provide a “click through” subpage at each such website for the promotion of your Restaurant, you agree to routinely provide us with updated copy, photographs and news stories about your franchised Business suitable for posting on your Business’s “click through” subpage, the content, frequency and procedure of which will be specified in our Brand Standards. Any websites or other modes of electric commerce that we establish or maintain may – in addition to advertising and promoting the programs, products, or services available at Businesses – also be devoted in part to offering Ivan Ramen Restaurant and possibly other Ivan Ramen-branded franchises for sale and be utilized by us to exploit the electronic commerce rights which we alone reserve (as provided in Section 3.04 above).

You may not maintain your own website / URL / domain for your Restaurant or Business. Unless we provide our advance written approval in each instance and subject to our continuing right to withdraw such approval at any time, you may not create your own online social media page(s) for your Restaurant or Business, or otherwise maintain a presence or advertise on the internet through your own social media page or in any other mode of electronic commerce in connection with your franchised Business, including through the use of a page or profile on a social media website such as Instagram, TikTok, Facebook, Snapchat or Twitter; and/or establish a link to any website we establish at or from any such social media page. However, we may establish a social media page or other channels of online promotion which may feature your Restaurant, in which case, we may require you to furnish us regularly with local content for publishing or posting on any social media page we create, which content must be in line with our Brand Standards, must be regularly and frequently updated with new content, and must always be in full compliance with our social media policy in our Brand Standards.

We may require you to provide us with professional grade photographs pertaining to your Restaurant, for use in our main advertising channels (including social media). The rights to such photographs must be assigned to us or be provided on a royalty-free, worldwide, perpetual basis. If you do not have the capacity to produce such photographs yourself, you must hire a professional photographer to do so, and if you are contributing to our System Brand Fund or Regional Brand Fund at such time, you may deduce from your regular contribution(s) your cost of hiring such a photographer for such purpose.

We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any Ivan Ramen website or social media page we establish and maintain or you establish and maintain, including any and all material you may furnish to us as provided above. Ownership of the URL (uniform resource locator) and other identifiers associated with any such web site or social media page shall vest exclusively in us.

We may (but are not obligated to), in our sole business judgment, at any time establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee e-mail or other electronic messages, System discussion forums and systemwide communications (among other activities) can be effected.

### **8.10 Indemnification**

You agree that you will, at your sole cost, at all times defend and hold harmless us, any affiliate of ours, the affiliates, subsidiaries, successors, assigns and designees of each; and, the officers, directors, managers, employees, agents, attorneys, shareholders, owners, members, partners, proprietors, designees and representatives of all of the foregoing (we and all others referenced above being the “Franchisor Parties”), and indemnify, reimburse and hold harmless us and the Franchisor

Parties to the fullest extent permitted by law, against all claims, losses, liabilities and costs (as denominated in the following paragraph) incurred in connection with any judicial, administrative or arbitration action or proceeding (including bankruptcy, insolvency, debtor/creditor or similar proceedings), suit, claim, demand, investigation, or formal or informal inquiry (regardless of whether any of the foregoing is reduced to judgment) or any settlement of the foregoing, which actually or allegedly, directly or indirectly, arises out of, is based upon, is a result of or is related in any way to any element of your entry into this Agreement; your establishment, construction, ownership, opening and operation of your Restaurant and franchised Business, including any other business operating within or in relation to the Restaurant (which other business, if any, shall be subsumed within this paragraph's references to the Restaurant) and further including (without limitation) any personal, bodily or mental injury, death, property damage or loss, suffered by any customer, visitor, manager, operator, supplier, employee or guest of the franchised Restaurant or Business; crimes committed on or near any of the premises or facilities of your franchised Business or vehicles used by your franchised Business; all acts, errors, neglects or omissions engaged in by you, your contractors or subcontractors, as well as any third party, arising out of or related to the design, construction, conversion, build-out, outfitting, remodeling, renovation or upgrading of your Restaurant, whether or not any of the foregoing was approved by us; defects in any Restaurant you construct and/or operate, whether or not discoverable by you or by us; all acts, errors, neglects or omissions of you or the franchised Business and/or the owners, shareholders, members, officers, directors, management, employees, agents, servants, contractors, partners, proprietors, affiliates or representatives of you and/or the franchised Business and/or the Location (or any third party acting on your behalf or at your direction), whether in connection with the franchised Business, the Location or otherwise, or in any products or goods produced and sold by any of them, including (without limitation) any property damage, injury or death suffered or caused by any delivery person or vehicle serving your franchised Business; any claim, however and wherever asserted, that we or our affiliates are the employer, joint employer or co-employer of you and/or your employees; third party claims against us arising from or related to your breach of the terms, restrictions and requirements of this Agreement (including, without limitation, your unauthorized use of the Proprietary Marks, violation of any applicable laws, codes, rules or regulations or failure to comply with Privacy Laws); your violation of Privacy Laws; all liabilities arising from your offer, sale and/or delivery of programs, products and/or services as contemplated by this Agreement; your offer, sale and/or delivery of securities, equity interests or other ownership interests in you or the franchised Restaurant or Business; all activities, conduct and representations which you may engage in connected to any actual or attempted assignment (as defined in Section 14.02) of any interest whatsoever in you or the franchised Restaurant or Business (or any entity which controls (as defined in Section 14.02) you or the franchised Restaurant or Business); and, any action by any customer of yours or visitor to your Restaurant or any other facility operated in conjunction with your franchised Business (collectively, an "Indemnification Claim").

As used above, the phrase "claims, losses, liabilities and costs" includes all claims; causes of action; fines; penalties; liabilities; losses; employment liabilities; compensatory, exemplary, statutory or punitive damages or liabilities; costs of investigation; lost profits; court costs and expenses; reasonable attorneys' and experts' fees and disbursements; settlement amounts; judgments; compensation for damage to our reputation and goodwill; costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before (or witness the proceedings of) courts or tribunals (including arbitration tribunals), or government or quasi-governmental entities (including those incurred by Franchisor Parties' attorneys and/or experts); all expenses of recall, refunds, compensation and public notices; and, other such amounts incurred in connection with the matters described. All such losses and expenses incurred under this indemnification provision will be chargeable to and paid by you pursuant hereto, regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of the actions, activity or defense.

Specifically excluded from the indemnity you give hereby is any liability associated with our or the other Franchisor Parties' gross negligence, willful misconduct or criminal acts (except to the extent

that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative or contributory negligence attributable to you).

You agree to give us written notice of any suit, judicial or administrative investigation, proceeding, claim, demand, inquiry or any other event that could be the basis for an Indemnification Claim within three days of your actual or constructive knowledge of it. At our election, you will also defend us and the other Franchisor Parties (including us) against the Indemnification Claim. If you or any of your affiliates and the Indemnitees (or any one of them) are named as co-defendants, and there is a conflict of interest between them such that they cannot be represented by common counsel, then the Indemnitees may retain separate counsel at your expense and you will promptly reimburse the Indemnitees for all costs and attorneys' fees incurred upon request and as they are incurred. We will have the right, at your cost, to control the defense of any Indemnification Claim (including the right to select its counsel or defend or settle any Indemnification Claim at your sole expense) if we determine that such Indemnification Claim may directly or indirectly affect the interests of any of the Franchisor Parties (including us). Our undertaking of defense and/or settlement will in no way diminish your obligation to indemnify the Franchisor Parties and hold them harmless.

We will have the right, at any time we consider appropriate, to offer, order, consent or agree to settlements or take any other remedial or corrective actions we consider expedient with respect to any Indemnification Claim if, in our sole judgment, there are reasonable grounds to do so. You will not settle or compromise any legal action in which any Indemnitee is a defendant without our prior written consent, which we may grant or withhold in our sole discretion. None of the Franchisor Parties (including us) shall be required to seek recovery from third parties or otherwise mitigate their losses to claim indemnification from you. You agree that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable from you by any of the Franchisor Parties (including us). The indemnification obligations of this Section 8.10 will survive the expiration or sooner termination of this Agreement. The Franchisor Parties are third party beneficiaries of your indemnification obligations in this Section 8.10.

### **8.11 Inspection**

We (and any of our authorized agents or representatives, including outside accountants, auditors and/or inspectors) may enter your Restaurant and any premises of your franchised Business, examine any motor vehicle used in connection with Restaurant operations, photograph the Restaurant and observe and videotape the Restaurant's operation for consecutive or intermittent periods we deem necessary, and/or visit any locations at which you have provided or are providing products, programs, or services to customers or at which you maintain business records, and inspect and audit the products, programs and services provided from or at such locations; the products and supplies contained at such locations and their condition; confer with your employees and customers; and, assess your operating systems and compliance with this Agreement and the System standards. We may conduct such inspections with or without prior notice to you. You shall cooperate with our representatives conducting such inspections by rendering any assistance they may reasonably request. Following any such inspection, you shall take such steps as are necessary to incorporate into your Restaurant and your franchised Business operations any reasonable corrections and modifications we require to maintain the standards of quality and uniformity we prescribe, as quickly as is reasonably possible and using all resources at your disposal.

### **8.12 Intellectual Property You Develop**

You hereby permanently and irrevocably assign to us, in perpetuity throughout the world, any and all rights and interests (including intellectual property rights and interests) to any and all of the following which is developed by you, or on your behalf, if developed in whole or in part in connection with your franchised Business or Restaurant: all programs, products or services; all variations, modifications and/or improvements on programs, products or services; your means, manner and style of offering and selling programs, products and services; management techniques or protocols you may develop (or have developed on your behalf); all layout schematics and design elements; all sales, marketing, advertising and promotional programs, campaigns or materials developed by you or on your behalf; and, all other intellectual property developed by you or on behalf of your franchised

Business. Except to the extent prohibited by applicable law, codes, rules or regulations, you waive, and will cause each of your employees or independent contractors who contributed to System modifications and/or improvements to waive, all "moral rights of authors" or any similar rights in such modifications and/or improvements. We may authorize ourselves, our affiliates and/or other franchised Businesses to use and exploit any such rights which are assigned to us hereunder. The sole consideration for your assignment to us of all of the foregoing rights shall be our grant of the franchise conferred upon you by this Agreement.

### **8.13 Adequate Reserves and Working Capital**

We reserve the right to require, at our sole discretion, that you meet certain financial requirements, which may include the requirement to maintain (i) a minimum working capital reserve, (ii) a minimum debt service coverage ratio, (iii) a maximum amount of incurred debt, (iv) a minimum balance in the bank account utilized to make payments to us; and (v) any other reasonable financial health metrics required by us. We will provide such requirements to you in writing and they will become effective thirty (30) days after we provide written notice of such requirement(s) to you. Without limiting the foregoing, you must at all times maintain adequate reserves and working capital sufficient for you to fulfill all your obligations under this Agreement and to cover the risks and contingencies of the franchised Business for at least three (3) months. These reserves may be in the form of cash deposits or lines of credit.

### **8.14 Credit Cards and Other Modes of Payment**

You agree to become and remain a merchant for any credit cards and/or debit cards, and any credit and/or debit card processor(s), which we may specify in our Brand Standards or otherwise. Further, you agree to maintain the creditworthiness required of each of these credit card or debit card issuers; to honor these cards for credit purposes; and, to abide by all related regulations and procedures that we and/or the credit card and/or debit card issuer prescribes. You understand and acknowledge that we may, in our sole business judgment, require you to use a certain credit card merchant processor, and that such requirement may change from time to time.

In addition, you agree that, at your sole expense, you shall at our direction and by the time we specify purchase, install and utilize such equipment, facilities and personnel necessary to enable now or hereafter developed alternative modes of customer payments (beyond cash, credit cards and debit cards). Such alternative modes of payment may include, by way of examples only, "smart phone" payment transactions and automated "smart phone" (or other) customer purchase tracking / payment transactions.

You must at all times undertake all reasonable measures to anticipate, detect and prevent fraudulent credit or debit transactions.

### **8.15 Compliance with Security Protocols**

You agree to assure all communication connections (of whatever form, wireless, cable, internet, broadband or other) and access to financial information, especially credit card information, is at all times kept secure in a manner which is in compliance with all legal requirements and, particularly, with all security requirements of the issuing credit card companies. You further agree to hold us and the other Franchisor Parties (as defined in Section 8.10) harmless from any and all claims and liabilities related to your failure to do so. In addition, at your cost, you agree to provide us with a written report of verification from a specialist approved by us confirming compliance with the obligations imposed by this Section 8.15 and any other proof of such compliance that we may reasonably require.

### **8.16 Hours of Operation**

You agree to continuously operate your franchised Restaurant on the days and during the minimum hours that we from time to time may specify in our Brand Standards or otherwise. You may establish hours of operation in addition to the required minimum hours, subject to applicable laws, rules or regulations.

### **8.17 Business Entity Requirements and Records**

If you are a corporation, limited liability company, limited partnership or any other type of business entity, you must comply with the following requirements (which will also apply to any assignee of this Agreement which is a business entity):

- A. Furnish us with all of your formation, organizational and governing documents; a schedule of all current owners (indicating as to each its percentage ownership interest) in the form annexed hereto as Exhibit I; any shareholder, partnership, membership, buy/sell or equivalent agreements and documents; and, a list of all of your officers, directors and managers (as applicable).
- B. Unless we otherwise consent in writing, your business entity's formation and governing documents must provide that its activities will be confined exclusively to the operation of the franchised Business.
- C. You must promptly notify us in writing of any change in any of the information specified, or in any document referred to, herein.
- D. All of your business entity's organizational documents (including any partnership, partnership agreements, incorporation documents, organization/formation documents, bylaws, operating agreements, shareholders agreements, buy/sell or equivalent agreements, and trust instruments) will recite that the issuance or transfer of any Interest in you is restricted by the terms of this Agreement, and that the sole purpose for which you are formed (and the sole activity in which you are or will be engaged) is the conduct of a franchised Business pursuant to one or more franchise agreements from us and that your activities will be exclusively confined to such purpose. Your organizational documents will also include a "Supremacy of Franchise Agreement" clause reciting the following: "To the extent any provision of this Agreement conflicts, violates or is inconsistent with any provision of the Ivan Ramen Restaurant Franchise Agreement, the parties hereto agree that the provisions of such Restaurant Franchise Agreement shall supersede the same and that the parties hereto shall enter into such amendments to this agreement as are necessary in order to make the relevant provisions consistent with or non-violative of the provisions of the Ivan Ramen Restaurant Franchise Agreement."
- E. You will maintain stop instructions against the transfer on your business entity's corporate records of any securities or other ownership interests, and will not issue securities or other evidences of ownership without the following legend printed legibly and conspicuously on the face of the security or other evidence of ownership:

"The transfer of this certificate and the interests it represents are subject to the terms and conditions of one or more Restaurant Franchise Agreements with Ivan Ramen Franchising LLC, and to the restrictive provisions of the organizational documents of the issuer. Please refer to those documents for the terms of the restrictions."
- F. Without our prior written consent (which shall not be unreasonably withheld, delayed or conditioned), you may not permit any mortgage, lien, pledge or other security interest in respect of any of your business entity's shares, equity interests or other ownership interests. Any violation of this restriction will give us the right to terminate this Agreement immediately upon notice to you.

### **8.18 Staffing Requirements, Qualifications and Training**

You agree to staff your franchised Business in accordance with the specifications and criteria we set forth in our Brand Standards concerning the selection, qualifications, hiring, training, pre-training and post-training of your personnel. You agree to maintain a competent, conscientious, trained staff in sufficient numbers as we require so that you may promptly, efficiently and effectively service

customers. You understand, agree, and will never contend otherwise, that the minimum staffing levels we prescribe in our Brand Standards do not reflect our ability to in any fashion control the day-to-day operation of your franchised Business and its Restaurant but, to the contrary, merely reflect those staffing levels necessary to achieve and maintain those standards of quality, uniformity and service which the consuming public has come to associate with the Proprietary Marks and Ivan Ramen Restaurants.

You shall take such steps as are necessary to ensure that your employees preserve good customer relations and comply with the standards of appearance, dress code, manner and demeanor we establish in our Brand Standards or otherwise.

To impart to your management and employees the latest procedures, techniques, policies and standards of the System, you agree to conduct the in-house meetings, training sessions, electronic training programs or other programs that we specify in our Brand Standards or otherwise or as you – using your reasonable business judgment – determine are necessary, appropriate or desirable, using any material and programs we may provide for this purpose.

#### **8.19 Testimonials and Endorsements**

You agree to permit us (or any of our authorized agents or representatives) to communicate in any manner with your customers to procure customer testimonials and endorsements of the programs, products or services furnished by your franchised Business and any related programs, products or services. You agree to cooperate with us in procuring testimonials and endorsements. You agree that we will be free to make whatever use of testimonials and endorsements that we determine, and that we will owe you absolutely no direct or indirect compensation or other duty as a consequence of our use.

#### **8.20 Trade Accounts**

You agree to maintain your trade accounts in a current status and to seek to promptly resolve any disputes with trade suppliers. If you do not maintain your trade accounts in a current fashion, we may pay any or all of the accounts on your behalf, but we will have no obligation to do so. If we pay any accounts on your behalf, then you agree to immediately repay us as provided by Section 5.06(E). If you do not keep your trade accounts current or make immediate repayment to us, this will be a material breach of this Agreement entitling us to terminate this Agreement following our giving you notice and an opportunity to cure your breach.

#### **8.21 No Conflicting Agreements**

During the term of this Agreement, you may not be party to any contract, agreement, business entity formation or governance document, mortgage, lease or restriction of any type which may conflict with, or be breached by, the execution, delivery, consummation and/or performance of this Agreement.

#### **8.22 Taxes**

You shall promptly pay when due all taxes levied or assessed upon your franchised Business including, without limitation, all employment, workers' compensation and sales taxes. In the event you have any *bona fide* dispute as to your liability for taxes assessed, you may contest the validity of the amount of the tax in accordance with the procedures of the taxing authority or applicable law. However, in no event shall you permit a tax sale or seizure by levy of execution or similar writ or warrant, to occur against the premises of your franchised Business, your Restaurant or any improvements thereon.

#### **8.23 Government Actions**

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

## **8.24 Privacy and Data Protection**

You will: (i) comply with all applicable international, national, federal, provincial, state, or local laws, codes or regulations that regulate the processing of information that can be used (alone or when used in combination with other information within your control) to identify, locate or contact an individual or pertains in any way to an identified or identifiable individual (“Personal Information”) in any way, including, but not limited to, national and state data protection laws, laws regulating marketing communications and/or electronic communications, information security regulations and security breach notification rules (“Privacy Laws”); (ii) employ administrative, physical, technical and organizational safeguards that: (a) are designed to prevent the unauthorized collection, access, use and disclosure of Personal Information (“Safeguards”); and (b) meet or exceed industry standards regarding Safeguards, including payment card industry (“PCI”) standards, norms, requirements and protocols to the extent applicable; (iv) comply with all Safeguards that have been and are in the future developed and compiled by us that relate to Privacy Laws and the privacy and security of Personal Information; (iii) refrain from any action or inaction that could cause us to breach any Privacy Laws; and (iv) do and execute, or arrange to be done and executed, each act, document and thing we deem necessary in our business judgment to keep us in compliance with the Privacy Laws. You are solely responsible for educating yourself as to these regulations and standards and for achieving and maintaining applicable compliance certifications.

You will be fully responsible for any unauthorized collection, access, use and/or disclosure of Personal Information arising from your action or inaction. You further agree that the indemnification of us and the other Franchisor Parties specifically embraces all claims and liabilities sought to be imposed against us arising from or related to (directly or indirectly) your failure to comply with the provisions of this Section 8.24.

You will immediately notify us in writing of any breaches or suspected breaches of security (either electronic or physical) that may result in the unauthorized collection, access, use or disclosure of Personal Information or (ii) if you receive any oral or written notice of inquiry, investigation or review from any individual or administrative agency (such as the Federal Trade Commission or State Attorney Generals’ offices or other similar agency in countries outside of the U.S.) that arises out of, relates to or affects Personal Information within your control. You will comply with our requests and make all reasonable efforts to assist us in relation to the investigation and remedy of any such breach of security and any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized access, use or disclosure of the Personal Information.

## **8.25 Complaints; Claims; Safety; Health and Other Violations**

You must process and handle all consumer complaints connected with or relating to the Restaurant, and shall, within twenty-four (24) hours, notify us by telephone and in writing of all of the following complaints: (i) food related illnesses, (ii) safety or health violations, (iii) claims exceeding One Thousand Dollars (\$1,000.00), and (iv) any other material claims against or losses suffered by you.

## **8.26 Coupons, Certificates and Vouchers**

You must participate in, and comply with the requirements of, any gift card, gift certificate, customer loyalty or retention program that we (or our affiliates) implement, at your expense, for all or part of our franchise system and shall sign the forms and take the other action that we require in order for you to participate in such programs. Without limitation, you shall honor coupons, gift cards, gift certificates, or vouchers sold or distributed by other Restaurants and will utilize a vendor approved by us for gift card processing. You may not offer any coupon without our prior written approval.

# **9. INSURANCE**

## **9.01 Your Required Insurance Coverage**

A. Within ten days following our execution of this Agreement, and thereafter at all times throughout the Term of this Agreement, you agree to purchase at your own expense, and maintain in effect at all times, the following categories of insurance coverage in forms and through insurance

companies satisfactory to us. You understand and agree that your Lease may require other or greater insurance coverages than those stated in this Section. Such insurance coverage must extend to and embrace your franchised Business; your franchised Restaurant; all activities conducted in, at or from your Business and Restaurant; all facilities which may be situated upon your Business's and Restaurant's premises; and, all activities arising from or related to the construction, operation or occupancy of your Restaurant and any other facilities situated on your Restaurant's premises. Your required coverages, policy limits, limitations on deductibles and limitations on self-insured retentions are prescribed by us in our Brand Standards or otherwise in writing and, as noted below, are subject to change:

1. Broad form comprehensive general liability coverage of at least \$1,000,000 aggregate and at least \$500,000 per occurrence, such insurance to embrace (without limitation) claims for personal injury, bodily injury, and property damage. This insurance may not have a deductible or self-insured retention of over \$5,000.
  2. Fire and extended coverage insurance on your Restaurant and property in an amount adequate to replace them in case of an insured loss.
  3. Business interruption insurance in sufficient amounts to cover your Restaurant rental expenses, maintenance of competent personnel and other fixed expenses for a minimum of 120 days.
  4. If any vehicle is operated in connection with the Business, automobile liability insurance (including coverage for all owned, non-owned, leased or hired vehicles) with minimum limits of liability in the greater of (a) the greatest amount required by any applicable federal, state or local law, or (b) \$1,000,000 for each person killed or injured and, subject to that limit for each person, a total minimum of \$2,000,000, along with a minimum limit of \$3,000,000 for injury, destruction or loss of use of property of third persons as a result of any one accident.
  5. Workers' compensation, employer's liability and any other employee insurance required by any applicable federal, state or local law, rule or regulation (but in no event less than \$1,000,000 for employer's liability insurance).
  6. Employment practices liability insurance coverage of at least \$250,000.
  7. In connection with the construction, refurbishment, renovation, remodeling or upgrading of your franchised Restaurant, builders' and/or contractor's insurance (as applicable) and performance and completion bonds in forms and amounts acceptable to us.
  8. Insurance coverage of such types, nature and scope sufficient to satisfy your indemnification obligations under this Agreement.
- B. The insurance coverage that you acquire and maintain under this Article 9 must:
1. Name us and the other Franchisor Parties identified in Section 8.10 as additional insureds and provide that the coverage afforded applies separately to each insured against whom a claim is brought as though a separate policy had been issued to each insured (except for workers' compensation, employer's liability and any other employee-related insurance mandated by any federal, state or local law, rule or regulation).
  2. Contain no provision which in any way limits or reduces coverage for you if there is a claim by one or more of the Franchisor Parties.

3. Extend to and provide indemnity for all obligations assumed by you under this Agreement and all other items for which you are required to indemnify us under this Agreement.
4. Contains such endorsements as we may specify from time to time in the Brand Standards.
5. Be primary to and without right of contribution from any other insurance purchased by the Franchisor Parties.
6. Provide, by endorsement, that we are entitled to receive at least 30 days prior written notice of any intent to reduce policy limits, restrict coverage, modify, cancel, not renew or otherwise alter or amend the policy.
7. Contain a waiver of subrogation rights against us, the other Franchisor Parties identified in Section 8.10 and any of our successors and/or assigns.
8. Be obtained from responsible insurance carriers acceptable to us which possess an A.M. Best's Insurance Guide rating of no less than "A+".
9. All public liability policies may be required by us to contain a provision that although we are named as an additional insured, we are nevertheless entitled to recover under said policies on any loss occasioned to us or the other Franchisor Parties by reason of your negligence or that of your servants, agents or employees.

C. All liability insurance you are required to maintain will insure against our vicarious or imputed liability for actual and (unless prohibited by applicable law) punitive damages assessed against you, us and/or the other Franchisor Parties.

D. You agree not to reduce the policy limits, restrict coverage, cancel or otherwise alter or amend any required insurance policy without our specific advance written consent, which may be denied for any or no reason.

E. If there is a claim by any one or more of the Franchisor Parties against you, you must, upon our request, assign to us all rights which you then have or thereafter may have with respect to the claim against the insurer(s) providing the coverages described in this Section 9.01.

F. You agree that we may periodically add to, modify, substitute or delete the types and amounts of insurance coverage which you are required to maintain under this Agreement, and all features and elements thereof, by written notice to you (through a Supplement to our Brand Standards, or otherwise). Upon delivery or attempted delivery of this written notice, you agree to immediately purchase insurance conforming to any such newly established standards and limits.

## **9.02 Certificates of Insurance**

You agree to promptly provide us with certificates of insurance evidencing the coverages required by this Agreement at least ten (10) days prior to your commencing any of the activities or operations contemplated by this Agreement and, thereafter, at least thirty (30) days prior to the expiration of any such policy. All certificates must evidence proper coverage as required by this Agreement and the Brand Standards. Attached to each certificate shall be a copy of the endorsement amending any clause in the subject policy which relates to other insurance and confirming that all coverage is primary insurance and that our insurance (and the insurance of the other Franchisor Parties identified in Section 8.10 above) is applicable only after all limits of your policy(ies) are exhausted.

You agree to renew all insurance policies and documents and to furnish renewal certificates of insurance to us before the expiration date of the expiring policy in question. We may at any time require you to forward to us full copies of all insurance policies.

### **9.03 Purchase of Insurance on Your Behalf**

If you fail to purchase insurance conforming to the standards and limits we prescribe, we may (but we are not required to) obtain on your behalf the insurance necessary to meet these standards, through agents and insurance companies that we choose. If we do this, then you must immediately pay the required premiums or reimburse us for the premiums we advanced and must also pay us a reasonable fee for the efforts we undertake to obtain such insurance for you. Nothing contained in this Agreement will impose any duty or obligation on us to obtain or maintain any specific forms, kinds or amounts of insurance on your behalf.

### **9.04 No Undertaking or Representation**

Nothing in this Agreement may be considered our undertaking or representation that the insurance that you are required to obtain or that we may obtain for you will insure you against any or all insurable risks of loss which may arise out of or in connection with the operation of the franchised Business. We advise you to consult with your insurance agent and other risk advisors regarding any types, amounts or elements of insurance coverage beyond those specified herein which may be prudent to obtain.

### **9.05 Failure To Purchase Insurance or To Reimburse**

If you fail to purchase or maintain any insurance required by this Agreement or you fail to reimburse us for our purchase of any required insurance on your behalf, your failure will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure.

## **10. ADVERTISING**

### **10.01 Administration of System Brand Fund; Regional Brand Fund**

If we establish a System Brand Fund, we or our designee will administer the System Brand Fund as follows:

A. As provided in Section 5.03, you agree to pay us a System Brand Fund Contribution which, combined with the contributions made by all other Ivan Ramen Restaurant franchisees, and by us or our affiliates in operating Restaurants, will constitute the System Brand Fund (or the "Fund").

B. We will direct all advertising programs, with sole control over the creative concepts, materials and media used in such programs, and the placement and allocation of Fund advertising. You acknowledge that the Fund is intended to further general public recognition and acceptance of the Proprietary Marks for the benefit of the System. You further acknowledge that we and our designees undertake no obligation in administering the Fund to make expenditures for you which are equivalent or proportionate to your contributions, to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising or to ensure that any advertising impacts or penetrates your Territory. The Fund is not a trust and we are not a fiduciary with respect to the Fund.

C. The Fund may be used to meet any and all costs of administering, directing, preparing, placing and paying for national, regional or local advertising, including (without limitation): worldwide web/internet/social media advertising, television, radio, magazine, and/or newspaper campaigns; other advertising, marketing and public relations materials; point-of-purchase materials; consumer research, interviews and related activities; the creation, maintenance and periodic modification of the Ivan Ramen website; advertising at sports events; mailers, door hangers, freestanding inserts/coupons, brochures and sponsorships; mystery shoppers (both for the System and for competitive networks or units); celebrity endorsements; reviewing any advertising material you propose to use (as provided below); search engine optimization; establishing a third party facility for customizing local advertising materials; accounting for System Brand Fund receipts and expenditures; attendance at industry related conventions, shows or seminars; other activities that we in our business judgment believe are appropriate to enhance, promote and/or protect the System or any component thereof; and, engaging advertising agencies to assist in any or all of the foregoing activities, including fees to have print, broadcast and/or internet advertising placed by an agency, and all other advertising agency fees.

D. We need not maintain the sums paid by franchisees to the System Brand Fund, or income earned from the Fund, in a separate account from our other funds, but we may not use these amounts under any circumstance for any purposes other than those provided for in this Agreement. We may, however, expend monies from the System Brand Fund for any reasonable administrative costs and overhead that we may incur in activities reasonably related to the administration or direction of the Fund and advertising programs for franchisees including, without limitation, preparing marketing and advertising materials; working with advertising agencies, advertising placement services and creative talent; preparing an accounting of contributions to the System Brand Fund and the annual statement of Fund contributions and expenditures provided for below; and, otherwise devoting our personnel, resources and/or funds for the benefit of the System Brand Fund. Our right to expend monies from the System Brand Fund to reimburse us for such activities is exclusive of any advertising agency fees which the Fund must expend to secure the services of an advertising agency or to have internet/social media, print, and/or broadcast advertising placed by an agency.

E. Within sixty (60) days following the close of our fiscal year, we will prepare (but not audit) a statement detailing System Brand Fund income and expenses for the fiscal year just ended, a copy of which statement will be sent to you upon request.

F. We expect to expend most contributions to the Fund for advertising during the fiscal year when the contributions are made. If not all advertising funds are spent in the fiscal year in which they accrue, we will use the remaining amount in the future for the benefit of the franchisees and the System. If franchisees request, we will provide them with an annual accounting of how advertising funds are spent, as stated in paragraph "E" immediately above.

G. We reserve the right to use any media, create any programs and allocate advertising funds to any regions or localities in any manner we consider appropriate in our business judgment. The allocation may include rebates to individual franchisees of some or all of their System Brand Fund contributions for local advertising expenditures if, in our judgment, our national or regional advertising program or campaign cannot effectively advertise or promote in certain regions or communities. If we determine that the total System Brand Fund Contributions collected from all Ivan Ramen Restaurant franchisees and company-owned Ivan Ramen Restaurant Businesses is insufficient to sustain a meaningful regional or national advertising campaign, we may rebate all or a portion of the Fund contributions to franchisees and our (or our affiliates') company-owned Businesses on a pro rata basis. Franchisees must expend any rebate on the types of local advertising and media that we determine. All rebate advertising expenditures must be documented to us in a monthly rebate advertising expenditure report form which we will furnish in our Brand Standards or otherwise.

H. The Fund will not be used for any activity whose sole purpose is the sale of franchises. However the design and maintenance of our Web site (for which Fund monies may be used) may, without violating the provisions of this Agreement, include information and solicitations for prospective franchisees and public relations and community involvement activities which may result in greater awareness of the Ivan Ramen brand and the franchise opportunities we offer.

I. Although the System Brand Fund is intended to be a perpetual duration, we maintain the right to terminate the Fund, but will not do so until all of the monies in the Fund have been expended for advertising and promotional purposes.

J. If and when we determine to form a Regional Brand Fund, we will notify you. All provisions above regarding the System Brand Fund will then apply to such Regional Brand Fund as well, but in a regional context, *mutatis mutandis*.

#### **10.02 Advertising Standards You Must Comply With**

You may only use advertising which we have either furnished or approved in writing in advance. You agree to conduct all advertising which uses the Proprietary Marks or refers in any way to your franchised Business in a dignified manner and in a fashion calculated to avoid fraud, illegality, deception, misrepresentation, embarrassment, shame, ridicule, disparagement or liability of any type

or nature accruing to you, us, your franchised Business, the System, your Restaurant or other Ivan Ramen franchisees or Businesses. You agree to conform all of your advertising to the standards, specifications and requirements specified in writing by us, in our Brand Standards or otherwise.

If we learn that you have breached these requirements, we will notify you in writing and if you do not cure the breach within three days following delivery of our notice, then we may terminate or remove any unauthorized advertising at your expense, and will also be entitled to terminate this Agreement unilaterally and immediately upon notice to you (which we may also do if your breach, by its nature, is incurable).

Under this Agreement, the term “advertising” is defined to mean any and all advertising, identification and promotional materials and programs of any type or nature whatsoever including print and broadcast advertisements; direct mail materials; brochures; advertising specialties; electronic commerce communications and “bulletin boards”; any advertising on the internet/worldwide web; any advertising or promotion on social media; public relations and brand awareness programs; direct mail; door hangers; freestanding inserts and coupons; sponsorships; point of sale materials; press releases; business cards; displays; leaflets; telephone and computer greetings; messages and voice-mail/e-mail sent to or accessible by customers or other third parties; promotional material captured in any electronic medium; any advertising through any hereafter developed media, platforms, devices or modes of communication; and, any other material or communication which we denominate as “advertising” in our Brand Standards or otherwise.

You agree to submit to us for approval, before use or dissemination, copies of all proposed advertising you intend to use (except for advertising which we furnish to you under this Agreement or advertising you have previously submitted and we have approved), as well as copies of any advertising previously approved by us during the twelve (12) month period immediately preceding their proposed use. Our approval of any of your proposed advertising may be withheld for any or no reason. If we do not respond within ten (10) business days following our documented receipt of your proposed advertising material, then our approval will be deemed withheld and the proposed advertising material not approved. You acknowledge that our grant or denial of our approval of your proposed advertising will not give rise to any liability on our part and you will not assert claims against us to the contrary.

You must promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from us.

### **10.03 Local Advertising and Promotion**

You agree to engage in local advertising and promotion of your Restaurant, using the advertising material, media, special events and other public relations activities that we require or approve, in our Brand Standards or otherwise.

"Local Advertising and promotion" means the local or regional Advertising and promotional activities that we specify in our Brand Standards or otherwise, or approve in advance as provided in Section 10.02. Expenditures incurred for any incentive programs for your employees or agents, including the cost of honoring any discounts or coupons, and salaries and expenses of any of your employees may not be included in or deemed to constitute local Advertising and promotion for purposes of this Section 10.03, unless we first approve them in writing.

### **10.04 Advertising Cooperatives**

You may establish, form, join, or leave an advertising cooperative if you wish from time to time. We shall not require you to do so.

### **10.05 Business Directory Advertising**

You agree to list your Business in all commonly known and used (such as Google Maps and Yelp!) internet and/or print business directories (“Directories”) serving your Territory. We may annually furnish you with demographic information and recommendations regarding which such directory(ies) in your Territory you should advertise in for the coming year. You agree to procure, place and pay

for all of your Directories advertising we may require. We may specify the size, style and content of your Directories advertising (if applicable).

## **11. RECORDS, AUDITS, REPORTING REQUIREMENTS AND PRIVACY**

### **11.01 Financial Statements**

A. No later than 30 days following the end of each calendar quarter during the term of this Agreement, you agree to furnish to us, in a form we approve, a statement of the franchised Business's profit and loss for the quarter and a balance sheet as of the end of the quarter. You must certify these statements to be true and correct.

B. No later than 90 days following the end of each of your fiscal years during the term of this Agreement, you agree to furnish to us, in a form we approve, a statement of the franchised Business's profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, prepared on a compilation basis and certified to be true and correct by you. We reserve the right to require these annual financial statements to be audited by an independent certified public accountant.

C. The financial statements required above must be prepared in accordance with United States generally accepted accounting principles, including all disclosures required under those principles.

D. No later than 30 days following your filing of the annual tax returns of the franchised Business, you agree to furnish to us exact copies of the tax returns, including federal, state and any local income tax returns, together with a certificate from an independent certified public accountant that all Social Security payments, taxes and fees required to be paid by you to any governmental agency or entity have been paid, and that if you are a business entity, there is no reason to believe that your entity's status has been impaired.

E. You must also provide any other information that we reasonably request from time to time.

F. If you do not timely furnish to us any of the financial statements or tax returns required above in this Article 11 then you agree to pay us a late charge of \$50 per month that each financial statement or tax return is overdue. We may also in such circumstance elect to terminate this Agreement upon giving you notice and an opportunity to cure your default.

G. You authorize us to incorporate in our franchise disclosure document and/or promotional literature information derived from the above financial statements, so long as you or your Business are not individually identified.

### **11.02 Financial Records and Audit**

A. You agree to record all Gross Revenues received by and all expenditures made by you or your franchised Business. You further agree to keep and maintain adequate records of all such Gross Revenues and expenditures and to maintain accurate books, records and tax returns, including related supporting material (such as cash receipts, and credit and charge records) for your franchised Business. We may specify, in our Brand Standards or otherwise, the forms and media that you will be required to use in recording your franchised Business' Gross Revenues and expenditures. You agree to keep and preserve for seven years (or such longer period as may be required by any law, rule or regulation) the types and classes of electronic and/or other books, records and tax returns that we specify in our Brand Standards or otherwise, along with all business, personnel, financial and operating records, in any media, relating to your franchised Business. If you do not maintain the required records, this will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure.

B. We and/or our agents (who may be outside accountants and auditors), designees and/or employees will have the right, at any time, with or without written notice, during normal

business hours, to enter your Restaurant and any other offices at which the Business is administered, in a fashion calculated not to disrupt your Restaurant's and Business's operations, to inspect, audit and make copies of all records including, but not limited to, the following: books of accounts; bank statements; cash or other receipts; checkbooks; documents; records; sales and income tax returns (federal, state, foreign and, if applicable, city); and, your files relating to programs, services and products sold, business transacted and expenditures relating to the Business. These files must include (without limitation) your operating records; bookkeeping and accounting records; customer lists; customer job orders; operating records; operating reports; correspondence; general business records; your copy of the Brand Standards (as amended); invoices; payroll records; journals; ledgers; files; memoranda and other correspondence; contracts; and, all sources and supporting records used to prepare the reports and forms which you are required to submit to us under this Agreement, including the books or records of any business entity which owns the franchised Business. You agree to make any of these materials available for examination at your offices. Alternatively, we may determine to conduct any such audit either at our offices or at the office of a designee of ours and, if we do, you will be required to transmit some or all of the foregoing books and records to us or our designee. In addition to the foregoing, we may require you to scan and electronically transmit to us such volume of the above-referenced records, files and documents as will not unreasonably burden the franchised Business.

C. If an audit reveals that you understated the Gross Revenues on your monthly reports to us by any amount for any month within the period of examination, or for the entire period of examination, when compared to your actual Gross Revenues, then you agree to immediately pay us the additional amount payable as shown by the audit, plus interest calculated as provided in subsection 5.06(D). If an audit reveals that you understated the Gross Revenues on your monthly reports to us by two percent (2%) or more for any month within the period of examination, or for the entire period of examination, then in addition to paying the additional amounts due and interest calculated as provided in subsection 5.06(D), you agree to immediately pay us the full cost of the audit for the entire period of examination. If an audit reveals an understatement by you of eight percent (8%) or more for any month within the period of examination, or for the entire period of examination, then in addition to paying the additional amounts due, interest calculated as provided in subsection 5.06(D) and the full cost of the audit for the entire period of examination, your understatement will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure. If our examination or an audit establishes a pattern of underreporting, we may require that the subsequent annual financial statements due under Section 11.01(B) be audited by an independent accounting firm consented to by us.

## **12. CONFIDENTIAL INFORMATION AND COVENANTS NOT TO COMPETE**

### **12.01 Restriction on Use of Confidential Information**

You agree to use and permit the use of our Confidential Information (as defined below) solely in connection with the operation of your franchised Restaurant. You further agree that you will never – during the Initial Term or any Successor Term of this Agreement, or any time after this or any Successor Agreement expires or terminates, or your rights under this Agreement or any Successor Agreement are assigned or terminated – divulge or use any of our Confidential Information for the benefit of yourself, your owners (if you are a business entity) any third party (including any person, business entity or enterprise of any type or nature), nor will you directly or indirectly aid any such third party to imitate, duplicate or “reverse engineer” any of our Confidential Information.

“Confidential Information” includes (without limitation) all information, knowledge, trade secrets or know-how utilized or embraced by the System and/or imparted to you by us or any of our affiliates which concerns your or our systems of operation, programs, services, products, customers, practices, materials, books, records, manuals, computer files, databases or software; all elements of the System; all programs, products, services, equipment, technologies, recipes, food and beverage preparation techniques, policies, standards, requirements, criteria and procedures that now or in the

future are a part of the System; our Brand Standards (including Supplements to the Brand Standards); all specifications, procedures, systems, techniques and activities employed by us or by you in the offer and sale of programs, products and/or services at or from your franchised Business; all pricing paradigms established by us or you; all of our and/or your sources (or prospective sources) of supply and all information pertaining to same (including wholesale pricing structures, the contents of sourcing agreements and the identity of suppliers); our specifications, and your final plans, for the construction, build out, design, renovation, décor, equipment, signage, furniture, fixtures and trade dress elements of your Restaurant; the identify of, and all information relating to, the computer and POS systems software utilized by us and you; all information pertaining to our and your advertising, marketing, promotion and merchandising campaigns, activities, materials, specifications and procedures; all customer lists, data and records generated and/or otherwise maintained by your franchised Business; our and your internet/web protocols, procedures and content (including electronic data, data files, user names and passwords); our training and other instructional programs and materials; all elements of our recommended staffing, staff training and staff certification policies and procedures; all communications between us; additions or improvements to, deletions from and modifications and variations of the components of the System and the other systems and methods of operations which we employ now or in the future; research, development and test programs for products, services and operations; and, all other information, knowledge and know-how which either we or our affiliates, now or in the future, designate as confidential.

Confidential Information will not, however, include information which you can demonstrate came to your attention before we or our affiliates disclosed it to you (unless illegally or improperly procured by you before such disclosure) or which, at or after the time of disclosure, has become a part of the public domain through publication or communication by others, but not through any act of yours.

Except as authorized in this Agreement, you agree never to copy, duplicate, record or otherwise reproduce any of the Confidential Information, in whole or in part; otherwise share it with any other third-party individual or entity; store it in a computer or other electronic format; or, otherwise make it available to any third party by any other means whatsoever. Upon the expiration or termination of this Agreement, you agree to return to us such Confidential Information as we request (including customer lists and records; all training materials and other instructional content; financial and non-financial books and records; the Brand Standards; and, computer databases, software and manuals) which is then in your possession or, upon our request, destroy all or certain such Confidential Information and certify such destruction to us. It is specifically understood that all customer lists or information adduced by your franchised Business is our property, not yours, and you shall never contend otherwise.

You must only divulge such Confidential Information to your operational personnel as is necessary for each to perform his/her functions and then only on a "need to know" basis. You agree to adopt, implement and take all necessary precautions to that we prescribe from time to time to ensure that these individuals maintain the Confidential Information in confidence and comply with the confidentiality provisions of this Agreement. Your agreement to procure execution of our Confidentiality/Non-Competition Agreement (or, where applicable, just a Confidentiality Agreement) from certain of your owners, management and staff is set forth below in Section 12.05.

#### **12.02 Covenant Not to Compete**

You agree that (i) at any geographic location whatsoever during the Initial Term and any Successor Term of this Agreement, and (ii) at the Restaurant Location, within your Territory, within ten miles of the perimeter of your Territory or within ten miles of the perimeter, or within, the Territory or market area (as applicable) of any other franchised or company-owned Business in operation or under construction (regardless of how established or operated), for a period of two (2) years immediately following the later of (a) the termination, expiration or assignment (as defined in Section 14.02 below) of this Agreement or any Successor Agreement for any reason or (b) the date on which all persons restricted by this Section 12.02 begin to comply with this Section 12.02, you will not directly or indirectly engage in, aid, assist, serve or participate in any other business or activity (a "Competitive Business") which offers or sells any of the programs, products or services which now or hereafter

are authorized for sale under the System (including any ramen-focused or Japanese noodles focused brand) or component thereof in any manner (whether the same recipes, the same look and feel as "Ivan Ramen", the same wholesale supplier or otherwise); which offers or sells similar or related programs, products or services; which engages in any of the activities which this Agreement contemplates that you will engage in; or, which offers or sells any other program, product, service or component which now or in the future is part of the System, or any confusingly similar program, product or service.

You are prohibited from directly or indirectly engaging in any Competitive Business as a proprietor, partner, investor, shareholder, member, director, manager, officer, employee, principal, agent, advisor, consultant, lessor, sublessor or any similar capacity. In addition, you agree not to divert any business that should be handled by the franchised Business to any other person or entity. It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation for Competitive Businesses, service as an independent contractor for Competitive Businesses, or any assistance or transmission of information of any kind which would be of any assistance to a Competitive Business. Nothing in this Agreement will prevent you from owning for investment purposes only up to an aggregate of five percent (5%) of the capital stock of any Competitive Business you do not control, so long as the Competitive Business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange.

Further, during the Initial or any Successor Term of this Agreement, and for two (2) years following the termination or expiration of same for any reason, you agree not to: (i) solicit for employment or hire our management personnel, the management personnel of any of our affiliates or the management personnel of any other franchised Business without first obtaining any written permission from us and the employer(s) of the personnel in question, or (ii) sell, assign, lease, sublease or otherwise grant possession of your Restaurant and/or Location to any individual or entity which intends to utilize same to conduct a Competitive Business thereat (and it shall be your affirmative duty in connection with any such sale, assignment or other disposition of your Restaurant and/or Location to secure a written memorialization from the purchaser, assignee, lessee, sublessee or permittee that it has no intent to conduct a Competitive Business, as herein defined, following the subject transaction).

It is the intention of these provisions that any person or entity within a legal or beneficial interest in or traceable to, down or through you be bound by the provisions of this covenant, including (without limitation) your spouse, brother, brother-in-law, sister, sister-in-law, parents, parents-in-law, child, son-in-law or daughter-in-law; any direct or indirect beneficiary of yours; and, any other related person or entity, regardless of how many levels or tiers there may be between you and the person or entity.

If you are a business entity, you agree to cause your (as applicable) owners, members, shareholders, directors, officers, partners, general partner, proprietor and or any other beneficial owner to refrain from any of the competitive activities described above in any manner which we reasonably request. In all instances, you shall also cause your Operations Manager, your Trainer, and all other key management employees of your Business to refrain of any of the competitive activities described above in any manner which we reasonably request. Your agreement to procure the execution of our Confidentiality/Non-Competition Agreement from certain such individuals is set forth below.

### **12.03 Lesser Included Covenants Enforceable At Law**

If all or any portion of the covenants not to compete set forth in this Article 12 are held unreasonable, void, vague or illegal by any court or agency with competent jurisdiction over the parties and subject matter, the court or agency is hereby empowered to revise and/or construe the covenants to fall within permissible legal limits, and should not by necessity invalidate the entire covenants. You expressly agree to be bound by any lesser covenants subsumed within the terms of this Article 12 as if the resulting covenants were separately stated in and made a part of this Agreement.

#### **12.04 Enforcement of Covenants Not To Compete**

You acknowledge that any violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to us for which no adequate remedy at law will be available. Accordingly, you consent to the entry of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete set forth in this Agreement. You expressly agree that any violation of the covenants not to compete will conclusively be deemed to have been accomplished by and through your unlawful use of our Confidential Information, know-how, methods and procedures. Further, you expressly agree that any claims you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants not to compete in this Agreement. You agree to pay all costs and expenses, including reasonable attorneys' and experts' fees that we incur in connection with the enforcement of the covenants not to compete set forth in this Agreement.

The covenants not to compete set forth in this Agreement are fair and reasonable, and will not impose any undue hardship on you, since you have other considerable skills, experience and education which afford you the opportunity to derive income from other endeavors. You agree that such covenants not to compete: (a) are reasonable, including, but not limited to, their term, geographical area, and scope of activity to be restrained; (b) are designed to preclude competition which would be unfair to us; and (c) do not impose a greater restraint than is necessary to protect our goodwill and other legitimate business interests.

#### **12.05 Procurement of Additional Covenants**

You agree to require and obtain the execution of our Confidentiality/Non-Competition Agreement substantially in the form of Exhibit E-1 from all of the following persons:

1. Before employment or any promotion, your Operations Manager, Trainer, and all other managerial personnel, and your Chef; and,
2. If you are a business entity, and as applicable, all of your owners, equity holders, control persons, shareholders, members, partners and general partner(s); all of your officers, directors and managers; and, all persons possessing equivalent positions in any business entity which directly or indirectly owns and/or controls you. You shall procure all such Confidentiality/Non-Competition Agreements no later than ten (10) days following the Effective Date (or, if any individual or entity attains any status identified above after the Effective Date, within ten (10) days following such individual or entity's attaining such status) and shall furnish to us copies of all executed Confidentiality/Non-Competition Agreements within ten (10) days following their execution.

You agree to require and obtain the execution of our Confidentiality Agreement substantially in the form of Exhibit F-2 from all of your non-managerial personnel before employment (or, in the case of any independent contractors, before engagement) or any promotion.

#### **12.06 Your and Our Enforcement of Confidentiality/Non-Competition Agreements**

You agree to vigorously and vigilantly prosecute to the fullest extent permitted by law breaches of any Confidentiality/Non-Competition Agreement executed by any of the individuals referenced in Section 12.05, and you acknowledge our right, to be exercised as we alone determine, to ourselves and enforce the terms of any such executed Confidentiality/Non-Competition Agreement. If the substantive provisions of our Confidentiality/Non-Competition Agreement have been breached by an individual employed, engaged or otherwise serving your franchised Business who has not executed a Confidentiality/Non-Competition Agreement, you must nevertheless vigorously and vigilantly prosecute such conduct to the fullest extent permitted by law.

### **13. CONDITIONS TO AND PROCEDURES GOVERNING SUCCESSOR TERM**

#### **13.01 Conditions to Obtain a Successor Term**

Your right to enter into a Successor Franchise Agreement will be conditioned on the following:

- A. You must notify us in writing no more than nine (9) months and no less than six (6) months before the expiration of the Initial Term of this Agreement of your intent to enter into a Successor Franchise Agreement;
- B. Throughout the Initial Term and at the time of entering into a Successor Term you (and your affiliates) must have performed all of your obligations and been, according to our business judgment, in compliance with the terms of this Agreement, the Brand Standards and other agreements between you (or your affiliates) and us or our affiliates;
- C. At the time of entering into a successor term, you (and your affiliates) must be current on the payment of all monetary obligations to us, our affiliates, the lessor or sublessor of your Restaurant and any material third party supplier of yours;
- D. Before the commencement of the applicable Successor Term, you must, at your cost and expense, refurbish, redesign and/or remodel your franchised Restaurant as we reasonably require to meet our then current standards, requirements and specifications (including, without limitation, refurbishing, repairing or replacing all equipment, electronic cash register systems, Computer System, signs, interior and exterior decor items, fixtures, furnishings, supplies and other products and materials required for the operation of the Restaurant and otherwise upgrading the Restaurant as we reasonably require to reflect our then-current System standards and the image of the System);
- E. You or your Operations Manager or your Trainer (as applicable) and any other management and staff we designate must attend and successfully complete any training that we may reasonably require, at your expense;
- F. You must pay us a successor term fee ("Successor Term Fee") equal to \$35,000;
- G. You must present evidence satisfactory to us that you will be able to renew the lease for your Restaurant on terms acceptable both to you and us, or lease a substitute Location acceptable to and approved by us, without any interruption of business in compliance with the terms of Section 6.02; and,
- H. You (and if you are a business entity, your owners) must have signed a General Release in the form of Exhibit G. This General Release will not release us from any future claims related to any Successor Franchise Agreement but will release us, our affiliates, and our respective officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants and employees, past and present, in their corporate and individual capacities from any and all claims you may have related to this Agreement or under federal, state or local laws, rules, regulations or orders.

If you have satisfied these conditions, then we will provide you with a Successor Franchise Agreement in the manner specified in the following section.

### **13.02 Successor Term Procedures**

You must exercise your conditional right to a Successor Term under this Agreement in the following manner:

- A. You must notify us in writing no more than nine (9) months and no less than six (6) months before the expiration of the Initial Term of this Agreement of your desire to enter into a Successor Franchise Agreement.
- B. Within thirty (30) days after our receipt of your notice, we will deliver to you a copy of our then-current franchise disclosure document (if we are then legally required to do so) and a copy of our then-current Successor Franchise Agreement in a form ready to be executed by you (together, the "Successor Agreement Package"). You must

acknowledge receipt of the Successor Agreement Package in any fashion that we reasonably specify.

- C. No sooner than fifteen (15) days, but no later than twenty-five (25) days, after you receive our Successor Agreement Package, you must execute the Successor Franchise Agreement and return it to us.
- D. If you have exercised your conditional right to a successor term as described above and have complied with all of the procedures set forth herein, and on the date of expiration of the Initial Term you satisfy all of the conditions to qualify for a successor term identified in Section 13.01 of this Agreement, then we will execute the Successor Franchise Agreement previously executed by you and will, deliver one fully executed copy of your Successor Franchise Agreement to you.
- E. If you do not perform any of the acts or deliver any of the writing required herein in a timely fashion, this will be considered your conclusive election not to exercise your right to enter into a Successor Franchise Agreement and such right will then automatically lapse and expire without further notice or action by us. If this occurs, this Agreement will terminate at the end of the Initial Term, except for the post-termination and post-expiration provisions of this Agreement which by their nature are intended to survive.
- F. **Time is of the essence with regard to this Section 13.02.**

### **13.03 Notice of Expiration**

If applicable law requires us to give you notice of expiration of this Agreement at a specified time prior to such expiration, and we have not done so, then the term of this Agreement will be extended to the date following which our notice has been given and the legally required notice period has expired.

## **14. ASSIGNMENT**

### **14.01 Assignment By Us**

We have the right to assign all of our rights and privileges under this Agreement to any person or business entity. If we assign this Agreement, you expressly agree that immediately upon and following such assignment, we will no longer have any obligation - - directly, indirectly or contingently - - to perform or fulfill the duties or obligations imposed upon "Franchisor" hereunder. Moreover, to the extent that we have arranged for one or more of our affiliates to perform certain activities on our behalf and at our direction, as contemplated by this Agreement, our affiliates will similarly have no obligation, contingent or otherwise, to continue to perform such activities following any such assignment of this Agreement by us. Instead, all such duties and obligations will be performed solely by our assignee.

You agree and affirm that we may undertake a refinancing, recapitalization, securitization, leveraged buyout or other economic or financial restructuring.

You also agree that we may purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise or non-franchise network, chain or any other business regardless of the location of that other business' facilities, and that following such activity we may operate, franchise or license those other businesses and/or facilities under any names or marks, including the Proprietary Marks, regardless of the location of these businesses and/or facilities, which may be within the Territory or immediately proximate to the Territory.

We have the right to delegate the performance of any portion or all of our obligations under this Agreement to third party designees, whether these designees are our agents or independent contractors with whom we have contracted to perform these obligations. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Section 14.01.

#### **14.02 Assignment By You – General**

You understand and acknowledge that we have entered into this Agreement in reliance on and in consideration of your singular personal skills and qualifications (or, if you are a business entity, the personal skill and qualifications of your owners and managers), and the trust and confidence that we repose in you (or your owners and managers, if you are a business entity), and that this Agreement and the franchise conveyed hereunder is therefore personal to you and is your personal obligation. Accordingly, except as provided below, neither all nor any part of your interest in this Agreement; the franchise conveyed hereby; your rights, privileges or obligations under this Agreement; the franchised Business; your Restaurant; the ownership of your franchised Business; your Lease or Sublease (as applicable); or, your rights to use the System, Proprietary Marks, Confidential Information and/or Brand Standards may in whole or in part be assigned, sold, transferred, pledged, encumbered, shared, sublicensed or divided, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, in any fashion without first obtaining our written consent in accordance with this Article 14 (which consent shall not be unreasonably withheld) and without first complying with our right of first refusal pursuant to Section 14.06 below.

Any actual or attempted assignment, transfer or sale of this Agreement, the franchise conveyed hereunder, the franchised Business, your franchised Restaurant, any ownership interest in you (if you are a business entity), any of the other interests, rights or privileges identified in the preceding paragraph, or any interest in any of these, in violation of the terms of this Article 14, will be null, void and of no effect, and will be a material and incurable breach of this Agreement which, unless we waive to the breach, will entitle us to terminate this Agreement immediately..

If you are a business entity, then for the purposes of this Agreement, “assignment” includes (without limitation) the transfer, issuance or redemption in the aggregate of more than 25% of the voting power or (as applicable) the capital stock, partnership interest, membership interest or any other species of ownership interest in you (or any lesser percentage sufficient to control your business entity or the franchised Business, as the term “control” is most broadly defined by any United States or state securities and/or corporate and/or partnership law) to any person or entity who is not (i) already a (as applicable) shareholder, member, partner or other category of owner of your franchised Business; (ii) the spouse of such individual; (iii) a trust controlled by such individual; or, (iv) a business entity owned, controlled and composed solely of such individuals in the same proportionate ownership interest as each such individual had in you before the assignment, as provided below. You agree to immediately report to us all such transfers or assignments of ownership in your business entity, even if less than 25%, in accordance with the procedure set forth in our Brand Standards or otherwise.

#### **14.03 Assignment By You – To A Business Entity You Form**

If you are an individual and would like to transfer your interest in this Agreement to a business entity you form solely for the convenience of business entity ownership, you must obtain our prior written consent. We will not unreasonably withhold consent if all of the following conditions are met:

- A. The business entity must be newly organized and duly formed, and its activities must be confined exclusively to serving as “Franchisee” under this Agreement (unless we otherwise consent in writing).
- B. You must be the sole owner of all ownership interests in the business entity and its principal officer or manager (as applicable) (or the sole owner of 75% or more of all ownership interests in the business entity, with the remaining owners being your spouse and/or adult children).
- C. If more than two individuals serve as “Franchisee” hereunder, each individual must have the same proportionate ownership interest in the business entity as he or she had in the franchised Business before the transfer.
- D. You and the business entity must execute an agreement with us under which you and the business entity agree to be jointly and severally liable for all duties, responsibilities

and obligations to us under this Agreement and expressly agree to be bound by all of the terms, conditions and covenants of this Agreement. Each then-current and future owner of any interest in the business entity must agree in writing to personally guarantee the performance by the business entity of your obligations under this Agreement, and to be individually bound by all of the terms and conditions of this Agreement and any other agreements between you and us, substantially in the form of Exhibit H to this Agreement.

- E. Each present and future owner of any interest in the business entity must execute our Confidentiality/Non-Competition Agreement substantially in the form of Exhibit E-1 to this Agreement.
- F. The name of the business entity formed by you may not include the Proprietary Mark "Ivan Ramen", any variant thereof or any word confusingly similar thereto.
- G. Your business entity must comply in all respects with the requirements and prohibitions set forth in Section 8.17 of this Agreement ("Business Entity Requirements and Records").

Any transfer pursuant to this Section 14.03 will not be subject to our right of first refusal below and will not require you to pay to us any transfer fee.

#### **14.04 Assignment By You – Sale To Third Party**

If we do not elect to exercise our right of first refusal (as provided in Section 14.06 below), then we will not unreasonably withhold consent to your sale, transfer or assignment of any interest in you (if you are a business entity), the franchise conveyed by this Agreement, your Business, your Restaurant, your Lease or Sublease (as applicable) and your right to use the System, or any interest in any of these, to a third party. You agree that it will not be unreasonable for us to impose, among other requirements, the following conditions to granting consent to your proposed sale, assignment or transfer of any of the foregoing:

- A. That the proposed assignee (meaning all individuals and entities which, after the proposed sale, transfer or assignment, will be franchisees under this Agreement or under any successor agreement) applies to us for acceptance as a franchisee and demonstrates to our satisfaction that the proposed assignee (and, if it is a business entity, each and every owner and guarantor of the proposed assignee) possesses the skills, qualifications, financial condition, background and history, reputation, economic resources, education, managerial and business experience, moral character, credit rating and ability to assume your duties and obligations under this Agreement and any successor and related agreement. You must pay the costs of any such investigation conducted by us.
- B. That, upon our request, the proposed assignee (or, if the proposed assignee is a business entity, each and every owner or guarantor of the proposed assignee) presents itself for a personal interview at our corporate office, or any other location we designate, at the date and time we reasonably request, without expense to us. We may determine to meet with the proposed assignee at his, her or its principal place of business or residence and, if we do so, you will reimburse us for all travel, lodging, meals and personal expenses related to such meeting.
- C. That the proposed assignee has the organizational, managerial and financial structure, financial resources and capital required to conduct the franchised Business in accordance with such standards and the satisfaction of such conditions as we indicate from time to time, taking into account such factors (among others) as the number of Restaurants and market areas involved and their geographic proximity.
- D. That the proposed assignee comply with our ownership requirements relative to the control of the proposed assignee and the franchised Business.

- E. That the proposed assignee (and, if the proposed assignee is a business entity, each and every owner or guarantor of the proposed assignee) comply with our restrictions relative to involvement in any business which competes with the franchised Business.
- F. That the proposed assignee; his, her or its proposed Operations Managers and Trainer(s); and, such other post-transaction employees of the franchised Business attend and successfully complete our Initial Training Program before the assignment, and any other training that we reasonably require, at the assignee's expense (which will include our then-current training fee and the cost of the trainees' transportation, lodging, food and other living expenses). Each individual undergoing such training must first execute the Confidentiality/Non-Competition Agreement substantially in the form of Exhibit E. We may waive these requirements if the proposed assignee is one of our existing franchisees in good standing.
- G. That, if required, the lessor or sublessor of your Location consents in writing to the assignment to the proposed assignee.
- H. That, as of the date of the assignment, you have cured any existing defaults under any provisions of this Agreement or any other agreement or arrangement with us or our affiliates, and have fully satisfied in all respects all of your accrued and/or then-current monetary and other obligations to us and our affiliates (under this Agreement or otherwise), all sources of financing of your franchised Business and all material sources of supply of your franchised Business.
- I. That the assignee execute a new Franchise Agreement with us, and all other agreements required of new franchisees, in the form and on the terms and conditions we then offer to new franchisees, which terms and conditions may vary significantly from this Agreement. The assignee will not be obligated to pay another Initial Franchise Fee under the new Agreement but will be required to pay our then-current fees for furnishing our Initial Training Program and any other services we are required to furnish under the new Agreement. The term of the new Franchise Agreement will be the balance of the Term of this Agreement. The execution of the new Franchise Agreement will terminate this Agreement, except for your guarantees; any of your obligations to us or our affiliates which remain outstanding and/or unsatisfied; and, the post-termination and post-expiration provisions of this Agreement which, by their nature, are intended to survive.
- J. That the assignee has acquired, or will be able to immediately acquire following the execution of the new Franchise Agreement, all permits, licenses and other authorizations required by any federal, state or local, rule or regulation to operate the franchised Business. If applicable law enables you to transfer or assign any of the aforementioned permits, licenses and/or authorizations which you possess to the assignee, then you agree to do so immediately following our execution of the assignee's new Franchise Agreement.
- K. Notwithstanding the foregoing, you understand and agree that you will remain fully liable and responsible for all of your obligations to us and our affiliates under this Agreement which arose in connection with the operation of your franchised Business prior to the effective date of the assignee's new Franchise Agreement (specifically including your obligation to indemnify us and the other Franchisor Parties identified in Section 8.10) and you agree to execute any and all documents we reasonably request to further evidence such liability.
- L. That if the proposed assignee is a business entity, we have the absolute right to require any owners or other parties having an interest in the proposed assignee or the Location to execute the Guarantee substantially in the form of Exhibit F.

- M. That the Total Sales Price of your sale, assignment or transfer is not so excessive, in our business judgment, that it jeopardizes the continued economic viability and future operations of the franchised Business and/or the assignee. "Total Sales Price" means all consideration of every kind paid or payable to you or any other person or entity in connection with, arising out of or relating to the assignment or transfer of the franchise, the Franchise Agreement or the franchised Business, whether money, property or other thing or service of value including consideration received for all or a part of your Business; your rights under this Agreement; contracts; goodwill; restrictive covenants; consulting arrangements; your furniture, fixtures, equipment and trade dress elements; accounts receivable; or, any other fees or arrangements or other form of consideration, whether the consideration is received in the present or promised to be given to you or any other person in the future (including the highest possible value of any contingent future consideration).
- N. That if you or your owners finance any part of the purchase price, you and/or your owners agree in writing that all of the transferee's obligations under promissory notes, loan agreements, or security interests reserved in the Restaurant are subordinate to the assignee's obligation to pay Continuing Royalties, System Brand Contributions, and all other amounts due to us, our affiliates, and third party vendors and otherwise to comply with this Agreement.
- O. That you and, if you are a business entity, each of your owners and guarantors, and the assignee (and if the assignee is a business entity, each of each owners and guarantors) execute a general release substantially in the form of Exhibit H of any and all claims, demands and causes of action which you, such owners or the assignee and its owners may or might have against us and/or any of the Franchisor Parties through the date of execution of the assignee's new Franchise Agreement.
- P. That if the assignee is a business entity, all of the requirements of its new Franchise Agreement concerning business entities must be complied with before we will execute the new Franchise Agreement and, as applicable, will continue to be complied with thereafter.
- Q. That you furnish us with a copy of any proposed contract of assignment (and any related agreements) and, promptly following execution, furnish to us a copy of the executed contract of assignment (and any related agreements).
- R. That you have corrected any existing deficiencies of the Restaurant of which we have notified you.
- S. That upon our request, either you and/or the proposed assignee, at your/its own expense, renovate, remodel and upgrade your Restaurant to conform to our then-current standards and specifications for System Restaurants in the United States and complete such modifications, at our election, either prior to the contemplated assignment or such later time reasonably specified by us.
- T. That you pay us a transfer fee of \$10,000, payable on or before the assignment, or such greater amount as may be necessary to reimburse us for our legal, accounting and other expenses incurred in connection with your assignment.
- U. That neither the proposed assignee nor any of its owners or affiliates directly or indirectly owns, operates or has any interest in, or has a material business relationship with, a Competitive Business (as denominated in Section 12.02 above) of us or any of our affiliates.

You expressly agree that your obligations to indemnify and hold harmless us and the other Franchisor Parties under Section 8.10 of this Agreement extends to and embraces liabilities arising from or relating to, directly or indirectly, any statements, representations or warranties that you may

give to or receive from any proposed assignee and/or any claim that you (and, if you are a business entity, your owners, Operations Manager, Trainer, management or employees) or your assignee engaged in fraud, deceit, violation of franchise laws or other illegality in connection with the negotiation or consummation of the assignment. As with all other indemnification obligations set forth in this Agreement, this specific indemnification obligation will survive the termination or expiration of this Agreement.

You further understand and agree that our approval of any assignment transaction will not constitute our waiver of any claims against you by us or our affiliates, under this Agreement or otherwise.

You further understand and agree that our consent to an assignment of this Agreement and the Restaurant, or any interest in you or your owners, is not a representation of the fairness of the terms of any contract between you and the assignee, a guarantee of the Restaurant's or assignee's prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand the assignee's full compliance with this Agreement.

The provisions of Section 14.02 through Section 14.04 inclusive pertain to any lease, management agreement or other agreement which would have the effect of transferring any material asset or control of all or any part of the operations of your franchised Business to any third party. Any such agreement must first be approved by us in writing. We will not unreasonably withhold our approval, but our approval may be denied if such agreement is on terms materially different from those which would result from arms-length negotiations or if we determine that the fees payable under such agreement are excessive. Any such agreement and any party thereto who, as a result of the agreement, may directly or indirectly be involved in the ownership of the assets or operations of the franchised Business must meet such standards and conditions as we have put in place at the time you request our consent.

#### **14.05 Assignment By You – Transfer Upon Death or Disability**

If you are a business entity, then upon the death or disability of one or more of your owners (but not the last surviving owner of your business entity, which is addressed in the following paragraph), then the estate, heirs, legatees, guardians or representatives of such owner may freely sell, assign or transfer the deceased's or disabled's interest in this Agreement and/or its interest in the franchised Business to any of the following: (i) the spouse of such individual; (ii) any individual or entity which, at the time of the subject death or disability, is already a (as applicable) shareholder, member, partner or other category of owner of your franchised Business; or, (iii) the franchised Business itself. Any other sale, transfer or assignment of the deceased's or disabled's interest in you or your franchised Business shall be subject to all of the provisions of Section 14.04 of this Agreement ("Assignment By You - - Sale To A Third Party"). You agree to immediately report to us all such transfers or assignments of ownership in your business entity in accordance with the procedure set forth in our Brand Standards or otherwise.

Upon your death or disability (if you are an individual), or the death or disability of your last surviving owner (if you are a business entity), that person's rights will pass to his or her estate, heirs, legatees, guardians or representatives, as appropriate (collectively, the "Estate").

The Estate shall have a reasonable period of time (not to exceed six months) following the death or disability to sell (as applicable) Franchisee or the franchised Business in accordance with the provisions of Section 14.04 and subject to our right of first refusal under Section 14.06. Until such sale, transfer or assignment is consummated, the Estate may continue the operation of your franchised Business but only if, at all times, one or more approved Operations Manager, as necessary, of your franchised Business is at all times supervising the operation of your Business and, further, only if all other terms and provisions of this Agreement are complied with. Failure to comply with one of the above alternatives will be a material breach of this Agreement which, unless cured by the Estate, will result in this Agreement being terminated immediately upon notice.

If at any time following your death or disability (if you are an individual), or the death or disability of your last surviving owner (if you are a business entity), the Estate fails to have one or more approved

Operations Manager, as necessary, supervising the operation of your franchised Business on a full time basis, then until the Estate retains one or more approved Operations Manager, as necessary, we may assume (or appoint a third party to assume) full control of and operate your franchised Business, but will have no obligation to do so. If we do so, then during this period, we will deduct our (or the third party's) expenses for travel, lodging, meals and all other expenses and fees from your franchised Business's Gross Revenues and also pay ourselves (or the third party) a management fee equal to the greater of: (i) two times the salary paid to the individual(s) assigned by us to operate the Business, or (ii) ten percent (10%) of the Business's monthly Gross Revenues. This management fee will be in addition to the Continuing Royalties due us under this Agreement. We will then remit any remaining funds to the Estate. The Estate and any Guarantor of this Agreement must pay us any deficiency in sums due to us under this Agreement within ten days of our notifying the Estate and such Guarantor of the deficiency. We will not be obligated to operate your Business. If we do so (or appoint a third party to do so), neither we nor the third party will not be responsible for any operational losses of the Business, nor will we or the third party be obligated to continue operating the Business. We (or such third party) shall have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations the Restaurant incurs, or to any of your creditors for any products, other assets, or services the Restaurant purchases, while we (or a third party) manage it.

"Disability" means any physical, emotional or mental injury, illness or incapacity which prevents or will prevent a person from performing the obligations set forth in this Agreement for at least ninety consecutive days. Disability will be determined either after this ninety-day period or, if we elect, at an earlier time following an examination of the person by a licensed practicing physician selected and paid for by us. If the person refuses to submit to an examination, then the person will automatically be considered permanently disabled as of the date of the refusal.

#### **14.06 Right of First Refusal**

Your rights to assign, transfer, redeem or sell any interest in this Agreement or the franchised Business, voluntarily or by operation of law (as provided above), will be subject to our right of first refusal (except in those instances specified above where no such right will pertain), which right of first refusal we may freely assign to any individual or entity. We will exercise our right of first refusal in the following manner.

- A. You must deliver to us a true and complete copy of the proposed assignee's offer (the "notice") including all its terms and furnish to us any additional information concerning the proposed transaction and the proposed assignee that we reasonably request. Your submission of such information must be accompanied by the seller's representation and warranty that all of the information submitted to us is true, accurate, complete and correct in all respects and, if the seller is a business entity, you must also furnish us with an appropriate resolution of the business entity's governing body authorizing the proposed sale.
- B. We shall have 60 days following our receipt of the notice (or, if we request additional information, 60 days following our receipt of the additional information) to conduct due diligence into the transaction. Our due diligence will be of the type, nature and scope customary for transactions similar to the proposed transaction at issue and, in connection with our due diligence, you agree to make available to us immediately upon demand all information, data, books, or written or electronic records which we may reasonably request and, as well, shall make available to us for inquiry each owner and Guarantor of your franchised Business, the Operations Manager and Trainer of your Business and any other personnel we specify. As well, all of the requirements of your proposed assignee specified above in Section 14.04 of this Agreement must be complied with.
- C. Within 60 days after our receipt of your notice (or, if we request additional information, within 60 days after receipt of the additional information), we may either consent or withhold our consent to the assignment or redemption, in accordance with this Article, or

at our option accept the assignment to ourselves or to our designee, on the terms and conditions specified in your notice. If we or our designee accept the assignment, we will be entitled to all of the customary representations and warranties given by the seller of assets of a business, including (without limitation) representations and warranties as to ownership, condition of and title to assets, liens and encumbrances on the assets, validity of contracts and agreements, and your contingent and other liabilities affecting the assets. Any dispute regarding the value of all or any part of the assets or rights proposed to be assigned and/or the consideration proposed to be paid or payable to you or any third party in connection with the proposed assignment shall be determined by a reputable independent appraiser we select, and you and we equally share the expense of, whose determination will be final and binding on us. You expressly understand and agree that nothing in the offer which is the subject of your notice to us may contain any provision or condition the effect of which would be to increase the cost to us, or otherwise change the economic or other terms imposed on us, as a result of our substitution for the offeror, or as a consequence of compliance with the procedures set forth herein regarding our right of first refusal.

- D. If you are a business entity and a partial transfer is proposed through the assignment or redemption of more than 25% of your entity's ownership interests other than to any of your entity's co-owners, then we or our designee will have the option to purchase not only the interests being transferred but also all remaining interests, so that our resulting ownership will be 100% of your business entity. The price of these remaining interests will be proportionate to the price of the interests initially being offered.
- E. Our credit will be considered at least equal to the credit of any proposed purchaser. We may substitute cash for the fair market value of any other form of payment proposed in the offer.
- F. If we give notice of our exercise of our right of first refusal, closing on our purchase must occur within the later of: (i) sixty (60) days following your receipt of our notice to you; (ii) the closing period (if any) specified in the subject offer; or, (iii) such longer period as may be necessary to conduct the due diligence provided for above.
- G. If we give notice of our exercise of our right of first refusal, you agree to take all action necessary to assign your Lease with the lessor of your Location to us.
- H. If we elect not to exercise our right of first refusal and we consent to the proposed assignment or redemption, then you will, subject to the provisions of this Article, be free to assign this Agreement or the franchised Business to your proposed assignee on the terms and conditions specified in the notice if you satisfy the conditions of Section 14.04 for our approval of an assignment and if you close the transaction within sixty days (or such further time as may be stipulated by law, rule or regulation). If, however, the terms specified in your notice are changed, the changed terms will be considered a new offer, and we will have an identical right of first refusal with respect to this new offer. Further, if you fail to close the assignment transaction within sixty days (or such further period of time as may be stipulated by applicable law, rule or regulation), then our right of first refusal hereunder shall be restored and we may elect to exercise same within thirty days thereafter.
- I. Our election not to exercise our right of first refusal with respect to any offer will not affect our right of first refusal with respect to any later or modified offer. If we do not exercise our right of first refusal, this will not constitute approval of the proposed transferee, assignee, redemption or the transaction itself. You and any proposed assignee must comply with all the criteria and procedures for assignment of the franchise, the Franchise Agreement and/or the franchised Business specified in this Article 14.

If we exercise our right of first refusal, you and your selling owner(s) agree that, for two (2) years beginning on the closing date, you and they will be bound by the non-competition covenant contained in Section 12.02 above. We have the unrestricted right to assign this right of first refusal to a third party, who then will have the rights described in this Section.

#### **14.07 Security Interest**

Without our prior written consent (which will not be unreasonably withheld, delayed or denied), you may not pledge, encumber, mortgage, hypothecate or otherwise grant any third party a security interest in this Agreement, the franchised Business, your Restaurant, any ownership interests in you (if you are a business entity), any ownership interests in any business entity which directly or indirectly controls you, your Lease or Sublease (as applicable) or any of the tangible assets material to the operation of your franchised Business (including, without limitation, the premises of your franchised Business and your Location). We may require your compliance with any policy statement which we adopt and announce regarding such security interests. We reserve the right to review and approve the terms of any security agreement or other document granting a security interest in any of the assets or interests described in this Section 14.07, which approval shall be in writing.

#### **14.08 Your Offer and Sale of Securities**

If you are a business entity and intend to offer and sell securities of any type or nature or other ownership interests in you, the franchised Business, any owner and/or any Guarantor, then you must give us written notice at least sixty days prior to the date of commencement of any such offering. Any such offering shall be subject to our right of first refusal, as set forth above in Section 14.06, and shall comply with any written policies adopted and announced by us from time to time.

You must submit to us for our review and consent, at least thirty days prior to your filing them with any government agency, any and all materials required by federal and/or state law for any direct or indirect offer or sale of securities or other ownership interests. If your offering of securities or other ownership interests will be exempt from federal and/or state filing requirements, then any materials you will use in any such exempt offering shall be submitted to us for our review and consent at least thirty days prior to their use. Our review of your offering materials and information included therein will be conducted solely for our benefit and not for the benefit or protection of any other person. All of your offering materials and documents must include legends and statements as we may specify, including legends and statements which disclaim our liability for, or involvement in, your offer and sale of securities or other ownership interests, and must advise all offerees that our review of your offering materials must not be deemed in any fashion our approval, endorsement, acceptance or adoption of any representation, warranty, covenant or projection contained in those materials.

Your offer and sale of securities and other ownership interests is specifically embraced by your indemnification of us and the other Franchisor Parties identified in Section 8.10 of this Agreement. Any other participant in your offer of securities or other ownership interests must agree to fully indemnify us in a parallel fashion in that form which we prescribe.

You must pay us a non-refundable fee of \$10,000 or such greater amount as may be necessary to reimburse us for our reasonable costs and expenses in reviewing your proposed offering, including, without limitation, legal and accounting fees.

#### **14.09 Bankruptcy**

If you, your franchised Business or any owner of you and/or your franchised Business is the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code, as amended, and if this Agreement does not terminate as provided in Section 17.01 below, but, instead, is to be assumed by, or assigned to, a third party individual or entity which has made a *bona fide* offer to accept an assignment of this Agreement as contemplated by the U.S. Bankruptcy Code, then you must notify us of any such proposed assignment or assumption within five days after your receipt of such proposed assignee's offer to accept assignment or to assume your rights and obligations under this Agreement. Such notice must be given to us, in any event, no later than ten days prior to the date

application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption.

The notice required above must contain the following: (i) the name and address of the proposed assignee; (ii) all of the terms and conditions of the proposed assignment and assumption; and, (iii) adequate assurance to be provided to us to assure the proposed assignee's future performance (as defined below) under this Agreement, including (without limitation) the assurance referred to in Section 365 of the U.S. Bankruptcy Code and the satisfaction of the preconditions to assignment set forth in Section 14.04 of this Agreement.

We will then have the prior right and option, to be exercised by notice given at any time prior to the effective date of the proposed assignment and assumption, to accept an assignment of this Agreement to ourselves, our affiliate or another franchisee, upon the same terms and conditions, and for the same consideration (if any), as in the *bona fide* offer made by the proposed assignee, less any brokerage commissions or other expenses which may be saved by you as a result of our exercise of the rights and options granted to us herein. Under no circumstance shall we be liable for the payment of any brokerage commissions or other expenses as a result of our exercise of our rights and options hereunder unless we otherwise agree in writing.

"Adequate assurance of future performance", as used above, shall mean that we shall have been furnished with specific evidence that any proposed assignee of this Agreement can and will comply with all operational and other performance requirements, and with all conditions, obligations, duties, covenants and requirements of a franchisee under: (i) this Agreement; (ii) the standard form Franchise Agreement then being offered to our franchisees; (iii) such other ancillary agreements as we may require; and (iv) any of our policies describing our franchisees' duties, obligations, conditions, covenants or performance requirements. You understand and agree that adequate assurance of future performance shall mean that any proposed assignee must satisfy the conditions set forth in Section 14.04 above.

#### **14.10 No Waiver of our Rights**

Our consent to any sale, transfer or assignment under this Article 14 shall not constitute a waiver of any claims we may have against you, your franchised Business, any of your owners and/or any Guarantor, nor shall our consent be deemed a waiver of our right to require exact compliance with any of the terms of this Agreement by any assignee.

## **15. PROPRIETARY MARKS**

### **15.01 Our Ownership of Proprietary Marks**

You agree that the Proprietary Marks are our (or our affiliates') exclusive property. You assert and will in the future assert no claim to any goodwill, reputation or ownership of the Proprietary Marks by virtue of your licensed use of the Proprietary Marks, or for any other reason. You agree that you will not do or permit any act or thing to be done in derogation of any of our rights or the rights of our affiliates in connection with the Proprietary Marks, either during or after the term of this Agreement. You agree not to apply for or obtain any trademark or service mark registration of any of the Proprietary Marks or any confusingly similar marks in your own name. You agree to use the Proprietary Marks only for the uses and in the manner licensed under this Agreement and as provided in this Agreement. If you are a business entity, then you agree that under no circumstance will you incorporate any of the Proprietary Marks, any portion thereof or any name or mark derivative of or similar to the Proprietary Marks, in your business entity's name. You may never use the Proprietary Marks in connection with any other business except for the franchised Business. You agree that you will not, during or after the Term of this Agreement, impair the goodwill associated with the Proprietary Marks or in any way dispute or impugn the validity of the Proprietary Marks, our rights (or those of our affiliates) to the Proprietary Marks, or the rights of us, our affiliates, other franchisees of ours or other third parties to whom we may have licensed the Proprietary Marks.

You acknowledge that our rights in the Proprietary Marks are not limited to the specific presentation or configuration of any of them, but rather extend to all combinations and displays of the words and/or

design elements thereof and extend to all translations of them in any language. Further, you acknowledge and agree that our and our affiliates' rights in and to the Proprietary Marks are not limited to such rights as may be conferred by registrations thereof or by applications for registrations but, instead, include extensive common law and other rights in the Proprietary Marks vested in us as a result of their use by us, our affiliates and other authorized parties.

#### **15.02 Limitations on Your License to Use the Proprietary Marks**

Nothing in this Agreement will give you any right, title or interest in or to any of our (or our affiliates') Proprietary Marks except as a mere privilege and license, during the term of this Agreement, to display and use the Proprietary Marks according to the limitations set forth in this Agreement, in our Brand Standards or in other written notices to you. You understand and agree that your limited license to use the Proprietary Marks granted by this Agreement applies only to the Proprietary Marks shown on Exhibit B (if we do not subsequently designate them as being withdrawn from use), together with those which we may later designate in the Brand Standards or otherwise in writing. In all instances your use of the Proprietary Marks must comply with our directions, limitations, specifications and authorized prescribed uses. You expressly understand and agree that you are bound not to represent in any manner that you have acquired, and you will not assert any claim to, any ownership, goodwill, reputation or equitable rights in any of our Proprietary Marks by virtue of the limited license granted under this Agreement, by virtue of your use of any of the Proprietary Marks or otherwise. All of your uses of the Proprietary Marks, whether as a trademark, service mark, trade name or trade style, will inure to our benefit. Following the expiration or termination of this Agreement, no monetary amount will be attributable to any goodwill associated with your use of the Proprietary Marks or operation of the franchised Business or your Restaurant, including any "local goodwill", which, you expressly agree, exclusively vests in us.

#### **15.03 Use and Display of Proprietary Marks**

A. You must not use, and must not permit or cause another to use, the Proprietary Marks except in the manner and to the extent specifically licensed to you under this Agreement. You agree that each use you make of any Proprietary Mark will accurately portray the Mark and that the Mark will not be used or portrayed in a manner which jeopardizes the goodwill associated with the Mark or the System. You agree to use the Proprietary Marks in full compliance with rules we prescribe from time to time in our Brand Standards or otherwise. You are prohibited (except as expressly provided in this Agreement) from using any Proprietary Mark with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed by us to you). You may not use any Proprietary Mark in connection with the sale of any unauthorized service, product or program or in any other manner not explicitly authorized in writing by us. You may use the Proprietary Marks only for the operation of the franchised Business or in permitted advertising for the franchised Business. Your right to use the Proprietary Marks is limited to the uses authorized under this Agreement. Any unauthorized use of the Proprietary Marks by you will constitute an infringement of our rights and a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure.

B. You may not use the Proprietary Marks in any way which will incur any obligation or indebtedness on our behalf. You agree to comply with this Agreement's and our Brand Standards' instructions in filing and maintaining all requisite trade name or fictitious name registrations, and in executing any documents considered necessary by us or our counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

C. You agree to affix our Proprietary Marks on the facilities of your franchised Business, including your Restaurant, your franchised Business's point-of-sale materials, signs, stationery, advertising, sales, marketing and promotional materials and other objects in the size, color, lettering style and fashion and at the places which we designate in our Brand Standards or otherwise. You also agree to display the Proprietary Marks and relevant trademark and copyright notices pursuant to the requirements set forth in the Brand Standards. No trademarks, logotypes, names, symbols or service marks other than the Proprietary Marks may be used by or in connection with your franchised

Business in any fashion whatsoever except as we may expressly provide in our Brand Standards or as we may approve in writing.

#### **15.04 Required Means of Identification; Non-Use of Trade Name**

You must operate and advertise your franchised business under the assumed business name "Ivan Ramen", without prefix or suffix, unless we expressly consent otherwise, in advance, in a signed writing, in our sole business judgment (which we may withhold for any reason or no reason). You agree, at your expense, to perform all filings and procure all required or necessary government approvals or registrations required to do business under that assumed business name; to comply with any instructions we give you regarding the filing or maintenance of any trade name or fictitious business name registrations; to execute any documents we or our counsel deem necessary to protect the Proprietary Marks to maintain their continued validity and enforceability; and, upon request, to furnish to us copies of all such filings, approvals and registrations. You must never identify yourself as an agent of ours. You must conspicuously identify yourself, your franchised Business and your Restaurant as an independently owned and operated franchised business in all dealings with your customers, contractors, suppliers, public officials and members of the public, and in all advertising, promotion and marketing related to your Business. You agree to place this notice of independent ownership in your Restaurant and any other facilities of your franchised Business and on printed materials, business cards, stationery, marketing and advertising materials, signs and other written or electronic modes in the form, size and manner we specify in our Brand Standards or otherwise and in such fashion as we require from time to time.

If you are a business entity, you may not use our Proprietary Marks, any portion or segment of our Proprietary Marks or any confusingly similar words or symbols in your business entity's name. In particular, you may not use the words "Ivan Ramen," or any segment or variant thereof as part of your business entity's legal name.

You shall require all of your advertising, promotional materials, signs, decorations, paper goods (including disposable food containers, napkins, menus, and all forms and stationery used in or by your franchised Business), and all other items we may designate, to feature and bear the Proprietary Marks in the form, color, location and manner we prescribe.

#### **15.05 Our Defense of Proprietary Marks and Copyrights**

If you receive notice, are informed of or learn of any claim, suit or demand against you on account of any alleged infringement, unfair competition, or similar matter relating to your use of the Proprietary Marks or any of our copyrights (each, a "claim"), you agree to promptly notify us. We will then promptly take any action we may consider necessary to protect and defend you against the claim, so long as the claim is based solely on any alleged infringement, unfair competition, or similar matter relating to your use of the Proprietary Marks or copyrights. You may not settle or compromise any claim of a third party without our prior written consent. We will have the right to defend, compromise and settle the claim at our sole cost and expense, using our own counsel. You agree to cooperate fully with us in connection with the defense of the claim and to execute any and all documents, and do any and all things, as our counsel deems necessary, including (but not limited to) becoming a nominal party to any legal action. If you do so, then we shall reimburse you for your out-of-pocket costs in doing such acts and things, but you will bear the salary costs of your employees and we will bear the costs of any judgment or settlement. You grant irrevocable authority to us, and appoint us as your attorney in fact, to defend and/or settle all claims of this type. You may participate at your own expense in the defense or settlement, but our decisions with regard to the defense or settlement will be final.

We will have no obligation to you under this Section 15.05 if the claim arises out of or relates to your use of any of the Proprietary Marks and/or our copyrights in violation of the terms of this Agreement and/or the Brand Standards.

#### **15.06 Prosecution of Infringers**

If you receive notice or are informed or learn that any third party which you believe is not authorized to use the Proprietary Marks is using the Proprietary Marks or any variant of the Proprietary Marks,

you agree to promptly notify us. We will then determine whether or not we wish to take any action against the third party on account of the alleged infringement of our Proprietary Marks. You will have no right to make any demand or to prosecute any infringement claim. If we undertake an action against an infringing party, you must execute any and all documents and do such acts and things as, in our counsel's opinion, are necessary including (but not limited to) becoming a nominal party to any legal action. Unless the litigation is the result of your improper use of the Proprietary Marks, we shall reimburse you for your out-of-pocket costs in doing such acts and things, but you will bear the salary costs of your employees.

#### **15.07 Discontinuance or Substitution of Proprietary Marks**

If now or hereafter one or more of the Proprietary Marks can no longer be used, or if we in our sole business judgment determine to adopt and use one or more additional or substitute Proprietary Marks, then you agree to promptly comply with any of our directions or instructions to modify or discontinue use of any Proprietary Mark and/or adopt and use one or more additional substitute Proprietary Marks. We shall have no obligation to reimburse you for any expenditures you make to comply with such instructions or directions. Nor will we be liable to you for any other expenses, losses or damages sustained by you or your franchised Business as a result of any Proprietary Mark addition, modification, substitution or discontinuation.

### **16. RELATIONSHIP OF THE PARTIES**

#### **16.01 Relationship of the Parties**

You understand and agree that you are and will be our independent contractor under this Agreement. Nothing in this Agreement may be construed to create a partnership, joint venture, agency, employment or fiduciary relationship of any kind. None of your employees will be considered to be our employees. Neither you nor any of your employees whose compensation you pay may in any way, directly or indirectly, expressly or by implication, be construed to be our employee for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. We will not have the power to hire or fire your employees. You must communicate to all employees that you, not us, are their employer; and you must ensure that no payroll checks or other employment-related documents (such as job applications and W-2s) contain or reference the Marks or our name. Each of the parties will file its own tax, regulatory, and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof. You expressly agree, and will never contend otherwise, that our authority under this Agreement to certify certain of your employees for qualification to perform certain functions for your franchised Business does not directly or indirectly vest in us the power to hire, fire or control any such employee.

You acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities and elements of your franchised Business and that under no circumstance shall we do so or be deemed to do so. You further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the System which you are required to comply with under this Agreement, whether set forth in our Brand Standards or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of your franchised Business, which you alone control, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of your franchised Business.

You may not, without our prior written approval, have any power to obligate us for any expenses, liabilities or other obligations, other than as specifically provided in this Agreement. Except as expressly provided in this Agreement, we may not control or have access to your funds or the expenditure of your funds or in any other way exercise dominion or control over your Business. Except as otherwise expressly authorized by this agreement, neither party will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between us and you is other than that

of franchisor and franchisee. We do not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement.

You promise that you will not avail yourself of any rights or remedies at law or in equity that may arise from an assertion that: (i) you are our agent, legal representative, subsidiary, joint venturer, partner, employee, or servant; or (ii) we are a joint employer for your employees. If such a claim is brought against us, we may use your covenant in this Section 16.01 as an absolute defense against such claim. Further, if any such claim is brought against us or our affiliates and subsidiaries, and their respective current and former officers, directors, shareholders, partners, employees, predecessors, successors, attorneys, agents, representatives, and assigns, you will indemnify, defend, and hold harmless any such party from and against any such claim.

#### **16.02 Franchisee is the Sole and Exclusive Employer of its Employees**

Franchisee hereby irrevocably affirms, attests and covenants its understanding that in no fashion is Franchisee, or may Franchisee be deemed to be, Franchisor's employee (under any theory or definition of "employee" or "employment") and that Franchisee's employees are employed exclusively by Franchisee and in no fashion is Franchisee or any such employee either employed, jointly employed or co-employed by Franchisor. Franchisee further affirms and attests that each of its employees is under the exclusive dominion and control of Franchisee and never under the direct or indirect control of Franchisor in any fashion whatsoever. Franchisee alone hires each of its employees; sets their schedules; establishes their compensation rates; and, pays all salaries, benefits and employment-related liabilities (workers' compensation insurance premiums/payroll taxes/Social Security contributions/Affordable Care Act contributions/unemployment insurance premiums). Franchisee alone has the ability to discipline or terminate its employees to the exclusion of Franchisor, which has no such authority or ability. Franchisee further attests and affirms that any minimum staffing requirements established by Franchisor are solely for the purpose of ensuring that Franchisee's Restaurant is at all times staffed at those levels necessary to operate Franchisee's Restaurant in conformity with the System and the products, services, standards of quality and efficiency, and other Ivan Ramen brand attributes known to and desired by the consuming public and associated with the Proprietary Marks. Franchisee affirms, warrants and understands that it may staff its Restaurant with as many employees as it desires at any time so long as Franchisor's minimal staffing levels are achieved. Franchisee also affirms and attests that any recommendations it may receive from Franchisor regarding salaries, hourly wages or other compensation for employees are recommendations only, designed to assist it to efficiently operate its Restaurant, and that Franchisee is entirely free to disregard Franchisor's recommendations regarding such employee compensation. Moreover, Franchisee affirms and attests that any training provided by Franchisor for Franchisee's employees is geared to impart to those employees, with ultimate authority, the various procedures, protocols, systems and operations of a franchised Restaurant and in no fashion reflects any employment relationship between Franchisor and such employees. Finally, should it ever be asserted that Franchisor is the employer, joint employer or co-employer of Franchisee or any of Franchisee's employees in any private or government investigation, action, proceeding, arbitration or other setting, Franchisee irrevocably agrees to assist Franchisor in defending said allegation, including (if necessary) appearing at any venue requested by Franchisor to testify on Franchisor's behalf (and, as may be necessary, submitting itself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that Franchisor is the employer, joint employer or co-employer of Franchisee or any of Franchisee's employees). To the extent Franchisor is the only named party in any such investigation, action, proceeding, arbitration or other setting to the exclusion of Franchisee, then should any such appearance by Franchisee be required or requested by Franchisor, Franchisor will recompense Franchisee the reasonable costs associated with Franchisee appearing at any such venue (including travel, lodging, meals and *per diem* salary).

## **17. DEFAULT AND TERMINATION**

### **17.01 Termination By Us – Automatic Termination Without Notice**

You will be in default of this Agreement, and all rights granted in this Agreement will immediately and automatically terminate and revert to us without notice to you, if: you become insolvent; you, the franchised Business, or any affiliate or Guarantor thereof is adjudicated as bankrupt or insolvent; all or a substantial portion of the assets of your franchised Business are assigned to or for the benefit of any creditor or creditors; a petition in bankruptcy is filed by or against you, the franchised Business or any affiliate or Guarantor thereof and is not immediately contested and thereafter dismissed or vacated within sixty (60) days from filing; you admit in writing your inability to pay your debts when due; you, the franchised Business and any affiliate or Guarantor thereof cause, permit or acquiesce in an order for relief under the U.S. Bankruptcy Code or any other applicable federal or state bankruptcy, insolvency, reorganization, receivership or other similar law now or hereafter in effect, or consent to the entry for an order for relief in an involuntary proceeding or to the conversion of an involuntary proceeding to a voluntary proceeding, under any such law; a bill in equity or other proceeding for the appointment of a receiver or other custodian of you, the franchised Business, or any affiliate or Guarantor of the franchised Business, or the assets of any of them, is filed and consented to by you; a receiver or other custodian (permanent or temporary) of all or part of the assets or property of you, the franchised Business and any affiliate or Guarantor of the franchised Business is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any federal or state law are instituted by or against you, the franchised Business or any affiliate or Guarantor thereof; you, any affiliate or yours and any Guarantor are dissolved or liquidated; execution is levied against you, the franchised Business, any affiliate or Guarantor thereof and/or the property of any of the foregoing; the property of the franchised Business or your Restaurant is sold after levy thereon by any governmental body or agency, sheriff, marshal or other person authorized under federal, state and/or local law; a final court judgment against you remains unsatisfied or of record for thirty (30) days or longer (unless supersede as bond is filed); a judicial or non-judicial action to foreclose any lien or mortgage against any of your System Restaurant premises or equipment is instituted against you and is not dismissed or settled by the earlier of (i) thirty (30) days from commencement or (ii) consummation of such sale; or, if you are a business entity, your governing body adopts any resolution or otherwise authorizes action to approve any of the foregoing activities.

### **17.02 Termination By Us Upon Notice – No Opportunity To Cure**

You will have materially breached this Agreement and, in addition to all other remedies we have at law or in equity, we may, at our option, terminate this Agreement and all rights granted under this Agreement, without giving you any opportunity to cure the breach, effective immediately upon your receipt of notice (which, whether sent by overnight courier, personal physical delivery or any other manner authorized by Section 26.01 below, will be deemed to have been received by you upon delivery or first attempted delivery of the notice to you) upon the occurrence of any of the following events:

1. You do not open your Restaurant for business to the general public by the date specified in Section 8.01 of this Agreement; cease operating the franchised Business; abandon the franchise relationship established under this Agreement; or, fail to operate your Restaurant for three consecutive days during which you are required to operate it under this Agreement, unless your failure to operate is due to force majeure (as defined in Section 20.01 of this Agreement).
2. You omitted or misrepresented any material fact in the information that you furnished to us in connection with our decision to enter into this Agreement.
3. We and you agree in writing to terminate this Agreement.
4. You lose the right to possession of the Location.

5. You, your Operations Manager and/or, if you are a business entity, any owner, member, shareholder, director or manager (as applicable) of such entity is convicted of a felony, fraud, crime involving moral turpitude, or any other crime or offense which we reasonably believe is related to your operation of the franchised Business, or is likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated with the Proprietary Marks or our interest in the System or Proprietary Marks.
6. You purport or, if you are a business entity, any owner or principal of you purports to transfer any rights or obligations under this Agreement, any interest in you, the franchised Business or your Restaurant to any third party in violation of the terms of this Agreement.
7. You do not comply with the covenant not to compete set forth in this Agreement during the term of this Agreement; violate the restrictions pertaining to the use of Confidential Information contained in this Agreement; or, do not obtain the execution of the additional covenants required by this Agreement.
8. You, your Operations Manager, your Trainer, and all others required to do so fail to attend or successfully complete our Initial Training Program (after being afforded the opportunity to repeat the training pursuant to Section 7.02 of this Agreement).
9. You knowingly or through gross negligence: conceal revenues; maintain false books or records; falsify information or otherwise defraud or make false representations to us; or, submit any false report to us.
10. You do not maintain the financial records required by Section 11.02 of this Agreement.
11. We or our designee conducts an audit of your franchised Business which discloses that any monthly report or statement which you submitted to us understated your Gross Revenues by eight percent (8%) or more for any month within the period of examination, or for the entire period of examination.
12. You refuse us permission to inspect, or to conduct an operational and/or financial audit of, your Business.
13. You take, withhold, misdirect or appropriate for your own use any funds withheld from your employees' wages which should have been set aside for the franchised Business' employee taxes, FICA, insurance or benefits; wrongfully take or appropriate for your own use our property or funds; systemically fail to deal fairly and honestly with your employees, customers or suppliers; or knowingly permit or, having discovered the facts, fail to take any action against, or to discharge, any agent, servant or employee who has embezzled our funds or property or that of any customers or others.
14. After curing a default which is subject to cure under Section 17.03 below, you commit the same act of default again within six months.
15. You make a willful misrepresentation or do not make a material disclosure required by any governmental or quasi-governmental authority regarding any matter involving or affecting the operations of your franchised Business and your Restaurant.
16. You interfere or attempt to interfere in any manner with our or our affiliates' contractual relations and/or our relationships with other franchisees; any supplier of you, us or other franchisees; any governmental or quasi-governmental authority; our employees or advertising agencies; or, any third parties.
17. You commit any act or default which materially impairs the goodwill associated with our Proprietary Marks and which, by its nature, is incurable; or, if the default is curable,

- you fail to cure the default following delivery of written notice to cure at least seventy-two hours in advance.
18. You do not comply, for a period of fifteen (15) days after notification of non-compliance by us or any governmental or quasi-governmental authority, with any federal, state or local law or regulation applicable to the operation of the franchised Business.
  19. You repeatedly fail to comply with one or more requirements of this Agreement, whether or not corrected after notice.
  20. You do not purchase or maintain any category of insurance required by this Agreement.
  21. You, your franchised Business, your Operations Manager, your Restaurant Chef, your Trainer, and/or your Restaurant violate any law, rule or regulation, and/or engages in any act or practice, which subjects you and/or us to widespread publicity, ridicule or derision.
  22. You breach the provisions of this Agreement relating to advertising standards and do not cure this breach within three days following written notice from us.
  23. You purchase any proprietary programs, products or services from us or our affiliates, or purchase from us, our affiliates or any third party non-proprietary goods, programs, products or services pursuant to a systemwide supply contract we negotiate, and you use, divert, sell or otherwise exploit such programs, products or services for the benefit of any other individual, entity or business.
  24. You operate your franchised Business and/or your Restaurant in a fashion that, in our business judgment, in any way jeopardizes the life, health or safety of the general public, your customers and/or your employees. If you do so, then not only may we terminate this Agreement upon notice, but you agree that we may either beforehand or concurrently direct you to immediately close your Restaurant; you shall immediately comply with such direction (which may be given orally or in writing); and, you shall hold us harmless from and against any claims whatsoever relating to our direction to close your Restaurant.
  25. You make any use of our Confidential Information and/or Proprietary Marks not specifically authorized by this Agreement or our Brand Standards, or you directly or indirectly utilize or devote same for the benefit of any individual or entity other than your franchised Business.
  26. You engage in any act or conduct, or fail to engage in any act or conduct, which under this Agreement specifically authorizes us to terminate this Agreement immediately upon notice to you.
  27. You default under any agreement between you and any lessor or sublessor of your Location and you do not cure the default within the period specified in the Location's Lease or Sublease (as applicable).
  28. You or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation.
  29. You (or any of your owners) fail to cure within the applicable time period any breaches under this Agreement, or any other agreement between you (or any of your affiliates) and us (or any of our affiliates) including, but not limited to, any other franchise agreement, area development agreement, lease or promissory note.

### **17.03 Termination by Us – Thirty Days to Cure**

Except as provided in Section 17.01, 17.02 or in this Section 17.03, you will have thirty calendar days after we furnish you with a written notice of default, transmitted in accordance with the terms of Section 26.01 of this Agreement, to cure any default under this Agreement (or, if the default cannot reasonably be cured within this time, to initiate action to cure the default within such time and complete cure within the shortest reasonable time thereafter) and to provide us with evidence that you have done so. If you have not cured any default within the applicable cure period specified in this Section 17.03 (or, if the default cannot reasonably be cured within such time, you have not initiated action to cure the default within the applicable cure period and thereafter cure the default within the shortest reasonable time thereafter), or any longer period that applicable law may require, then, in addition to all other remedies we have at law or in equity, this Agreement will terminate immediately upon expiration of the applicable cure period, or any longer period required by applicable law, without further notice to you.

You will be in default of this Agreement for any failure to comply with any of the requirements imposed upon you and, if you are a business entity, your owners and Guarantors by this Agreement, our Brand Standards and/or all Supplements to the Brand Standards or if you and/or your owners or Guarantors otherwise fail to fulfill the terms of this Agreement in good faith. These defaults include the following events, which are set forth as examples only and are not meant to, nor shall they be deemed to, delineate all of the possible defaults which you may commit under this Agreement:

1. You or any of your affiliates fail, refuse or neglect to pay promptly when due any money owed to us, our affiliates or any lender which has provided financing to your franchised Business. The cure period for this default shall not be the above-referenced thirty (30) calendar days but, instead, will be five (5) calendar days after we transmit to you a written notice of default. If you fail to cure any such default within such shortened cure period, then this Agreement will terminate immediately upon expiration of the applicable cure period.
2. You fail, refuse or neglect to submit the financial and non-financial reports and other information required to be submitted to us under this Agreement, our Brand Standards or other written notices we transmit to you, or you make any false statements in connection with any reports or other information required to be submitted to us.
3. Your franchised Business and/or Restaurant offers and sells any programs, products or services that we do not authorize under this Agreement or our Brand Standards.
4. You fail to maintain your trade accounts in a current status and/or fail to seek to promptly resolve any disputes with trade suppliers.
5. You engage in any business, or market any program, product or service, under a name or mark which, in our opinion, is confusingly similar to the Proprietary Marks.
6. You fail to pay any taxes due and owing by your franchised Business (including employee taxes) when due.
7. You do not use our Proprietary Marks and/or trade dress solely in the manner and for the purposes directed by us in this Agreement, our Brand Standards or otherwise.
8. You violate the restrictions pertaining to advertising set forth in Article 10 of this Agreement.
9. You do not indemnify us and/or one of the Franchisor Parties as required by this Agreement.
10. By act or omission, you permit a continued violation in connection with the operation of the franchised Business of any law, ordinance, rule or regulation of a governmental agency, in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief.

11. You fail to obtain or maintain any required permit, certificate or other governmental approval required either by this Agreement or applicable law, rule or regulation.
12. You employ any individual who is not eligible for employment in the United States under any federal, state, local or other law, rule or regulation.
13. You fail to operate your Restaurant during the days and hours specified in our Brand Standards without our prior written approval.
14. You fail to maintain and operate your Restaurant in a good, clean and sound manner and in strict compliance with our standards for speed, service, quality, cleanliness and maintenance as set forth in our Brand Standards or otherwise.
15. Any Guarantor fails to comply with any of the requirements imposed by or pursuant to the Guarantee addressed in Section 31.02 of this Agreement.
16. You do not devote the amount of your time and attention and/or your best efforts to the performance of your duties of this Agreement necessary for the proper and effective operation of your franchised Business and/or Restaurant.
17. You fail to implement (and, at your expense, take all steps necessary to implement) and thereafter adhere to any new or changed System requirements.
18. A final judgment not subject to appeal is entered against you or any Guarantor and remains unsatisfied for more than thirty days or, if any such judgment is subject to appeal, you do not prosecute such appeal within thirty days (or such shorter period as any law, rule or regulation requires).
19. You fail to comply with any other requirement imposed by this Agreement or our Brand Standards, or otherwise fail to carry out the terms of this Agreement in good faith.

#### **17.04 Description of Default**

The description of any default in any notice that we transmit to you will in no way preclude us from specifying additional or supplemental defaults under this Agreement or any related agreements in any action, proceeding, hearing or lawsuit relating to this Agreement or the termination of this Agreement.

#### **17.05 Your Failure to Pay Constitutes Your Termination of This Agreement**

Your failure to timely cure any breach of your obligation to make payments of Continuing Royalties, System Brand Contributions, or any other monies due and owing to us or our affiliates under this Agreement, or to timely cure any other breach of this Agreement committed by you, in either instance following our notice to you that you have committed a breach of this Agreement and granting you an opportunity to cure said breach (if such activities are required of us prior to our terminating this Agreement), will be irrevocably deemed to constitute your unilateral rejection and termination of this Agreement and all related agreements between you and us or our affiliates, notwithstanding that a formal notice of such termination(s) ultimately issues from us, and you shall never contend or complain otherwise.

#### **17.06 Continuance of Business Relations**

Any continuance of business relations between you and us after the termination or expiration of this Agreement will not constitute, and may not be construed as, a reinstatement, renewal, extension or continuation of this Agreement unless you and we agree in writing to any such renewal, extension or continuation.

#### **17.07 Notice Required By Law**

If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits our rights to terminate this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be considered modified to conform to the minimum notice, cure periods or restrictions upon termination

required by such laws and regulations. We will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

#### **17.08 Franchisor's Right to Send Notifications of Termination**

Before or on the expiration or termination of this Agreement, we may give notice that the Restaurant is leaving the System and take any other action related to customers, suppliers and all other individuals or entities affected by such expiration or termination or which require or desire an identification of our System Restaurants.

### **18. FURTHER OBLIGATIONS AND RIGHTS FOLLOWING THE TERMINATION OR EXPIRATION OF THIS AGREEMENT**

#### **18.01 Further Obligations and Rights Following the Termination or Expiration of this Agreement**

If this Agreement expires or terminates for any reason or is assigned by you, you will cease to be one of our authorized franchisees and you will lose all rights to the use of our Proprietary Marks, the System, all Confidential Information and know-how owned by us and any goodwill (including "local" goodwill) engendered by the use of our Proprietary Marks and/or attributed to your conduct of the franchised Business.

Upon expiration or earlier termination of this Agreement for whatever reason, you agree to:

1. Immediately pay all royalties, fees, Sublease payments and other sums due and owing to us or our affiliates, plus interest, and all sums due and owing to any landlord, suppliers, employees, taxing authorities, advertising agencies, lenders and all other third parties.
2. Discontinue the use of the Proprietary Marks, and not operate or do business under any name or in any manner which might tend to give the general public the impression that you are operating a Business, a Restaurant or any similar business. You may not use, in any manner or for any purpose, directly or indirectly, any of our Confidential Information, trade secrets, procedures, forms, techniques, know-how or materials acquired by you by virtue of the relationship established by this Agreement. You may never identify yourself to the public in any fashion whatsoever as a current or former Ivan Ramen franchisee.
3. Take all necessary action to cancel any assumed name or equivalent registration which contains the Proprietary Mark "Ivan Ramen", or any other Proprietary Mark of ours, or any variant, and furnish us with satisfactory evidence of compliance, within fifteen days following termination or expiration of this Agreement. If you fail or refuse to do so, we may, in your name, on your behalf and at your expense, execute all documents necessary to cause discontinuance of your use of the name "Ivan Ramen", or any related name used under this Agreement. You irrevocably appoint us as your attorney-in-fact to do so.
4. Upon any termination of this Agreement by us for cause, we will have the right immediately to enter and take possession of your Restaurant to maintain continuous operation of the previously franchised business, provide for orderly change of management and disposition of personal property, and otherwise protect our interests. If you dispute the validity of our termination of the franchise, we will nevertheless have the option (which you irrevocably grant) to operate the business pending the final, unappealed determination of the dispute by a court of competent jurisdiction. If a court of competent jurisdiction makes a final, unappealed determination that the termination was not valid, we agree to make a full and complete accounting for the period during which we operated the previously franchised business.

5. If we terminate this Agreement because of your default or you terminate same through failure to make payment following notice and opportunity to cure (pursuant to Section 17.03), you must pay us all losses and expenses we incur as a result of the default or termination, including all damages, costs, expenses, and reasonable attorneys' and experts' fees directly or indirectly related thereto, such as (without limitation) lost profits, lost opportunities, damage inuring to our Proprietary Marks and reputation, travel and personnel costs and the cost of securing a successor franchised business at the Location. This obligation will give rise to and remain, until paid in full, a lien in our favor against any and all of the assets, property, furnishings, equipment, signs, fixtures and inventory owned by you or the franchised Business at the time of termination and against any of your money which we are holding or which is otherwise in our possession.
6. Immediately deliver to us all training or other materials furnished to you (including the Brand Standards and Supplements to the Brand Standards), all Confidential Information, computer software and database material, customer lists, records and files, documents, instructions, display items, advertising and promotional material, any and all materials, signs and related items which bear our Proprietary Marks or slogans or insignias or designs, advertising contracts, forms and other materials or property of ours, and any copies of them in your possession which relate to the operation of the franchised Business. You may retain no copy or record of any of these items, except for your copy of this Agreement, any correspondence between the parties and any other documents which you reasonably need for compliance with any provision of law. You agree that the foregoing items, materials, lists, files, software and other similar items will be considered to be our property for all purposes.
7. Immediately execute all agreements necessary to effectuate the termination in a prompt and timely manner.
8. At our option, either change the telephone numbers utilized by your franchised Business or, upon our written demand, direct the telephone company to transfer the telephone numbers (and associated listings) listed for the franchised Business to us or to any other person or location that we direct. If you do not promptly direct the telephone company to do so, you irrevocably appoint us as your attorney-in-fact to direct the telephone company to do so.
9. Strictly comply with the post-termination/post-expiration covenants not to compete set forth in Article 12 of this Agreement (including those restricting your ability to sell, assign, lease or otherwise grant possessory rights to your Restaurant and/or Location to a party intending to conduct a Competitive Business thereat).
10. Continue to abide by those restrictions pertaining to the use of our Confidential Information, trade secrets and know-how set forth in Article 12 of this Agreement.
11. Immediately surrender to us all computer software, data storage disks or tapes and other electronic media used in the operation of the franchised Business, printouts, and other information pertaining to computer operations, codes, procedures and programming. You agree not to destroy, damage, hide or take any steps to prevent us from obtaining any information which you had stored in the computer systems of the franchised Business. You agree not to retain any printouts, disks, tapes or other electronic media containing any of the programs or data stored in the computer systems.
12. If you lease your Location from a third party and we elect not to assume possession of the Location and/or elect not to exercise our option under Article 19 below, then promptly upon termination or expiration of this Agreement, you agree to "de-identify" the Center Location in all respects by performing all redecoration and remodeling,

and effecting physical changes to the Location and the franchised Business' décor, trade dress, color combination, signs and other physical characteristics, as we consider necessary in our reasonable business judgment to distinguish the Location from a duly authorized Location. Without limiting the foregoing, upon our request, you will immediately discontinue use of our color scheme (by repainting if necessary) and will immediately remove all identifying architectural superstructure (as set forth in the plans and specifications for your Restaurant) and other distinguishing structures, décor items, furniture, and equipment from your Restaurant hereunder as we may direct, in order to effectively distinguish your former System Restaurant and other facilities from our proprietary design(s) and trade dress. If you refuse, neglect or fail to do so, we, in addition to any other remedy we have, have the right to enter upon the Location and effect such required changes at your sole risk and expense, and you hereby appoint us or our agents as your attorney(s)-in-fact with full authority to do so with no liability for trespass or any other illegality.

## **19. OUR OPTION UPON TERMINATION OR EXPIRATION**

### **19.01 Option to Purchase Your Franchised Business's Assets, Computers and Computer and Point of Sale Systems**

A. Upon the termination or expiration of this Agreement for any reason, we, any of our affiliates, and/or any nominee or designee we name are hereby granted an option, exercisable within thirty (30) days after the termination or expiration becomes effective, to purchase as soon as practicable thereafter (including any period necessary for the obtaining of governmental approvals and consents of the concerned lessor) all of your operating assets relating to the franchised Business. We may exclude from the assets we elect to purchase, cash or its equivalent and any leasehold improvements, equipment, fixtures, furnishings, signs, materials and supplies that are not necessary or appropriate (in function or quality) to the Restaurant's operation or that we have not approved as meeting the System standards, and the purchase price will reflect such exclusions. The date on which such purchase is closed will be referred to as the "Closing Date". The following terms and conditions will apply to the option granted by this Article 19:

1. All leasehold improvements, furniture, fixtures, supplies, equipment, trade dress elements and inventory will be purchased at your original cost or for an amount equal to their fair market value, whichever is less. If you and we cannot agree on "fair market value", then an appraiser shall determine same in accordance with the procedures set forth in Section 19.02 below.
2. All transferrable permits, licenses and other governmental authorizations will be transferred or assigned to us, our affiliate, nominee or designee (as applicable) at the soonest possible time, specifically including any alcoholic beverage licensing, permits or authorizations.
3. All printed material, forms and other materials purchased from us under this Agreement will be purchased for an amount equal to their cost (if any).
4. All property, real or personal, sold to us or our affiliate, nominee or designee (as applicable) under this Article 19 must be free and clear of all liens, debts, claims, liabilities, leases, encroachments, covenants, conditions, restrictions, rights, rights of way and/or other encumbrances (except for tax liens and special and/or other assessments not delinquent) unless we, in our reasonable opinion (or that of our affiliate, nominee or designee, as applicable), determine that the existence of same either will not interfere with the proposed use of the property or that the existence of same are merely due to easements of record, zoning ordinances or statutes, use and occupancy restrictions of public record or other limitations which are generally applicable to similar properties in the vicinity.

B. You will convey to us (or our affiliate, nominee or designee, as applicable) good and merchantable, full, legal, equitable and beneficial title to all of the foregoing assets by means of appropriate deeds, bills of sale and assignments containing warranties of title. You hereby irrevocably designate us as your attorney-in-fact and proxy to execute any and all instruments necessary and appropriate to effect such conveyance and will sign any other documents or agreements necessary for our appointment as such. We (or our affiliate, nominee or designee, as applicable) will have the right at our option to assume any liabilities encumbering the assets sold under the provisions of this Article or any of the liabilities for which we would otherwise be indemnified by you pursuant to Section 8.10 of this Agreement, and reduce the consideration payable to you accordingly. You will pay all transfer taxes and recording fees, if any.

C. All rents, interest, assessments, taxes and other charges or royalties related to the assets to be conveyed, the payment period of which began before the Closing Date, will be prorated to the Closing Date on the basis of the most recent rates available, and the prorated amount will be added to or subtracted from, as the case may be, the consideration payable to you.

D. You agree to use your best efforts to assist us (or our affiliate, nominee or designee, as applicable) in obtaining any government or other approvals or consents necessary to carry out the terms and intent of this Article 19.

### **19.02 Appraisals**

If you and we cannot agree within a reasonable time on the fair market value of any assets we, our affiliate, nominee or designee acquire from you pursuant to this Article 19, or the commercially reasonable terms of any lease we require you to enter into for land and facilities owned by you (or any affiliate) and utilized by the franchised Business, then such dispute will be resolved by means of an appraisal conducted in the following fashion. If, within sixty (60) days following your receipt of our notice that we intend to exercise one or more of the options set forth above, you and we cannot agree on the fair market value of the item in question, then you and we within the next seven days shall each select one appraiser and notify the other party of its designee. The two appraisers you and we select will be instructed to meet within thirty days following their selection for the purpose of selecting a third appraiser to serve with them. If the two appraisers you and we select cannot agree on the selection on the third appraiser within fifteen (15) days after the selection of the last of them, then you shall select the third appraiser from a list of three appraisers we propose in writing. In the event our disagreement pertains to the commercially reasonable terms of any lease you are required to enter into with us for the Location (if you own it), then each appraiser selected must have received the MAI or other widely recognized professional appraiser designation and must be actively engaged in appraisal work in the county in which the Location is located. The appraisers' determination of the fair market value of any item(s) we intend to purchase from you, or the commercially reasonable terms of the Lease for your owned Location, will be binding on both of us. The parties hereby agree that they will instruct the appraisers to complete their appraisal within thirty (30) days after the third appraiser's appointment. If following the appraisal we exercise any of the options set forth above, then you and we will each pay one half (1/2) of the cost of any and all such appraisals. If we do not elect to exercise any option provided herein following the appraisals then we alone shall bear the cost of all of the appraisal. If we exercise any of the options granted to us above, we will have the right to set off from all amounts due to you any and all amounts which are due and owing by you to us and our affiliates.

### **19.03 Timing**

If we exercise our option to purchase (or, with respect to your Location, lease) any of the assets of your franchised Business as provided in this Article 19, then the Closing Date shall be no later than sixty days after either you and we agree on the fair market value of the assets in question (or, with respect to the Location, the commercially reasonable terms for our lease for such Location) or, if you and we cannot agree on same, no later than sixty days after the determination of such fair market value/commercially reasonable terms furnished by the appraisers provided for in Section 19.02 of this Agreement.

## 20. UNAVOIDABLE DELAY OR FAILURE TO PERFORM (FORCE MAJEURE)

### 20.01 Unavoidable Delay or Failure to Perform (Force Majeure)

Except for any obligations to make payments to the other party hereunder, aAny delay in our or your performance of any duties under this Agreement, or any non-performance of such duties, that (i) is not your or our fault (as applicable) and (ii) is not or within your or our (as applicable) reasonable control – including, but not limited to, fire; floods, natural disasters; Acts of God; war; civil commotion; terrorist acts; any governmental act or regulation; any delays or defaults in deliveries by common carriers and/or postal services and/or overnight couriers; computer network outages; ~~late deliveries or non-deliveries of goods or non-furnishing of services by third party vendors;~~ strikes; lockouts; and any other similar event if it is not such party's fault and is beyond such party's control) will not constitute a breach or cause a default under this Agreement, provided, however, that we or you (as applicable) ~~will~~ take all steps reasonably possible to mitigate damages caused by such failure or delay, use diligent efforts to end the failure or delay, and resume the performance of such party's obligations as soon as reasonably practicable after the removal of the cause.

Notwithstanding the foregoing, if any such failure or delay continues for more than ~~one hundred and eighty (180)~~ninety (90) days, we will have the right at any time thereafter during the continuance of such failure or delay to terminate this Agreement upon thirty (30) days advance written notice to you.

## 21. APPROVALS AND WAIVER

### 21.01 Approvals

Whenever this Agreement requires you to secure our prior approval or consent, such approval or consent must be obtained in writing and must be timely sought.

### 21.02 Waiver and Delay

No waiver or delay in either party's enforcement of any breach of any term, covenant or condition of this Agreement will be construed as a waiver by that party of such breach or any preceding or succeeding breach, or any other term, covenant or condition of this Agreement. Without limiting the foregoing, our acceptance of any payment specified to be paid by you under this Agreement will not be, nor constitute, our waiver of any breach of any term, covenant or condition of this Agreement.

We shall not be required to waive or impair any right, power, or option this Agreement reserves (including, without limitation, our right to demand exact compliance with every term, condition, and covenant or to terminate this Agreement before its term expires due to a breach) because of any custom or practice at variance with this Agreement's terms; our or your failure, refusal, or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement, including, without limitation, any System standard; our waiver of or failure to exercise any right, power, or option, whether of the same, similar, or different nature, with other Ivan Ramen Restaurants; the existence of franchise agreements for other Restaurants which contain provisions different from those contained in this Agreement; or, our acceptance of any payments due from you after any breach of this Agreement.

### 21.03 Our Withholding of Consent – Your Exclusive Remedy

In no event may you make any claim for money damages based on any claim or assertion that we have unreasonably withheld or delayed any consent or approval under this Agreement. You waive any such claim for damages. You may not claim any such damages by way of setoff, counterclaim or defense. Your sole remedy for the claim will be an action or proceeding to enforce this Agreement's provisions, for specific performance or for declaratory judgment.

### 21.04 No Warranty or Guaranty

If we afford you a waiver, approval, consent or suggestion in connection with this Agreement, we do not thereby make any warranty or guarantee upon which you may rely and by doing so we assume no liability or obligation to you.

## **22. OUR RIGHT TO CURE DEFAULTS**

### **22.01 Our Right to Cure Defaults**

In addition to all other remedies granted pursuant to this Agreement, if you default in the performance of any of your obligations, or breach any term or condition of this Agreement or any related agreement, then we may, at our election, immediately or at any time thereafter, without waiving any claim for breach under this Agreement and without notice to you, cure the default on your behalf. Our cost of curing the default and all related expenses will be due and payable by you immediately upon demand.

## **23. INJUNCTION**

### **23.01 Injunction**

You explicitly affirm and recognize the unique value and secondary meaning associated with the System and the Proprietary Marks. Accordingly, you agree that any noncompliance by you with the terms of this Agreement, or any unauthorized or improper use of the System or the Proprietary Marks by you, will cause irreparable damage to us and other System franchisees. You therefore agree that if you engage in such noncompliance, or unauthorized and/or improper use of the System or Proprietary Marks, during or after the term of this Agreement, we and our affiliates will be entitled to both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the entry of these temporary and permanent injunctions without the requirement that we post a bond of any type or nature, or any other form of security, and without the requirement to prove the adequacy of money damages as a remedy, and without waiving any other rights or remedies at law or in equity. You will be responsible for payment of all costs and expenses, including reasonable attorneys' and expert fees, which we and/or our affiliates may incur in connection with our efforts to secure such injunctive relief.

## **24. INTEGRATION OF AGREEMENT**

### **24.01 Integration of Agreement**

This Agreement, all exhibits to this Agreement, and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements. Notwithstanding the foregoing, nothing in the franchise agreement or any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document. You specifically acknowledge that no officer, director, employee, agent, representative or independent contractor of ours is authorized to furnish you with any financial performance information. For the purpose of this Agreement, "financial performance information" means information given, whether orally, in writing or visually which states, suggests or infers a specific level or range of historic or projected sales, expenses and/or profits of franchised or non-franchised Businesses and Restaurants.

## **25. NO ORAL MODIFICATION**

### **25.01 No Oral Modification**

This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties.

**26. NOTICES**

**26.01 Notices, Requests and Protests**

Any notice, request or protest required or permitted to be given under this Agreement must be in writing; must be delivered to the other party either personally or by a recognized overnight delivery service capable, through "signature capture" or otherwise, of documenting delivery or attempted delivery of the notice, or by electronic mail with third party proof of delivery (including date and time); and, will be effective on the date that delivery either is effected or is documented to have been first attempted. We reserve the right to designate in our Brand Standards a now or hereafter developed mode of electronic communication to facilitate our giving notices to each other, but only if the mode of communication we specify is capable of affording evidence of delivery or attempted delivery.

Notices to us:

Ivan Ramen Franchising LLC  
42 Maple Street  
Dobbs Ferry, NY 10522  
Attention: Ivan Orkin

With a copy to:

Kaufmann Gildin & Robbins LLP  
675 Third Avenue, Suite 2200  
New York, New York 10017  
Attention: David B. Ramsey, Esq.

Notices to You:

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

Attention: \_\_\_\_\_

Either party to this Agreement may, in writing, on ten days' notice, inform the other of a new or changed address or addressee(s) to which notices under this Agreement should be sent.

**27. SEVERABILITY**

**27.01 Severability**

Nothing contained in this Agreement may be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future law, rule or regulation which by its terms is applicable to this Agreement, the latter will prevail, but the affected provision of this Agreement will be curtailed and limited only to the extent necessary to bring it within the requirement of the law. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, that provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect, unless said provision pertains to the payment of monies due to us or our affiliates under this Agreement of any type or nature whatsoever, in which case we may at our option terminate this Agreement. If any court of competent jurisdiction deems any provision of this Agreement (other than for the payment of money) so unreasonable as to be unenforceable as a matter of law, the court may declare a reasonable modification of this Agreement (but not any of its payment provisions) and the parties agree to be bound by and perform this Agreement as so modified.

## **28. NO THIRD PARTY BENEFICIARIES**

### **28.01 No Third Party Beneficiaries**

This Agreement is entered into solely between you and us. Other than our affiliates or as expressly set forth in this Agreement, there is no intended third party beneficiary of this Agreement and you agree that none is to be presumed or deemed to exist.

## **29. EXECUTION, CONSTRUCTION AND INTERPRETATION; FURTHER ACTS**

### **29.01 Execution, Construction and Interpretation; Further Acts**

A. This Agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Electronic and facsimile signatures will be considered as binding and conclusive as if original.

B. The titles and subtitles of the various Articles and Sections of this Agreement are inserted for convenience and will not affect the meaning or construction of any of the terms, provisions, covenants and conditions of this Agreement. The language of this Agreement will in all cases be construed simply according to its fair and plain meaning and not strictly for or against us or you.

C. It is agreed that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning which renders it valid.

D. The parties agree to execute all other documents and perform all further acts necessary or desirable to carry out the purposes of this Agreement.

E. If Franchisee consists of more than one person or entity, or a combination thereof, the obligations and liabilities of each such person or entity to us under this Agreement are joint and several.

F. As used in this Agreement, the words "include", "includes", or "including" are used in a non-exclusive sense and shall be construed to mean "including without limitation".

## **30. LEGAL ACTIONS, GOVERNING LAW AND VENUE**

### **30.01 Attorneys' Fees**

Except as otherwise provided by this Agreement, each party to any legal action or proceeding brought against the other party shall be responsible for his/her/its own attorneys' fees, experts' fees, court costs and all other expenses sustained in the course of such litigation (including any appeals). You acknowledge, however, that certain provisions of this Agreement provide that should we prevail in certain legal actions or proceedings against you, you must reimburse us for all costs and expenses incurred in connection with such legal actions or proceedings (including any appeal thereof), including reasonable attorneys' fees, experts' fees, court costs and all other expenses we incur. You further acknowledge that if we incur costs and expenses due to your failure to pay when due amounts owed to us, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, you agree, whether or not we initiate a formal legal proceeding, to reimburse us for all of the costs and expenses that we incur, including, without limitation, reasonable accounting, attorneys' and related fees, and any fees and costs incurred in connection with collection of any amounts due and obtaining injunctive or other relief for the enforcement of any provisions of this Agreement.

### **30.02 Attorneys' Fees – Third Party Actions**

If we become a party to any action or proceeding commenced or instituted against us by a third party arising out of or relating to any claimed or actual act, error or omission of yours and/or any of your officers, directors, shareholders, management, employees, contractors and/or representatives (the "Franchisee Party(ies)") your Restaurant and/or your franchised Business by virtue of statutory, "vicarious", "principal/agent" or other liabilities asserted against or imposed on us as a result of our

status as Franchisor; or if we become a party to any litigation or any insolvency proceeding involving you pursuant to any bankruptcy or insolvency code (including any adversary proceedings in conjunction with bankruptcy or insolvency proceedings), then you will be liable to, and must promptly reimburse us for, the reasonable attorneys' fees, experts' fees, court costs, travel and lodging costs and all other expenses we incur in such action or proceeding regardless of whether such action or proceeding proceeds to judgment. In addition, we will be entitled to add all costs of collection, interest, attorneys' fees and experts' fees to our proof of claim in any insolvency or bankruptcy proceeding you file.

### **30.03 Governing Law**

This Agreement; all relations between us; and, any and all disputes between you and/or any other Franchisee Party, on the one hand, and us and/or any other Franchisor Parties, on the other hand, whether such dispute sounds in law, equity or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the state of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If we move our principal headquarters to another state, we reserve the right to designate that state's law as governing, again without recourse to that successor state's (or any other) choice of law or conflicts of law principles, upon written notice to you. If, however, any provision of this Agreement is not enforceable under the laws of New York (or a successor state we designate as provided above), and if your franchised Business is located outside of New York (or such hereafter designated state) and the provision would be enforceable under the laws of the state in which the franchised Business is located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. This Section 30.03 is not intended to invoke, and shall not be deemed to invoke, the application of any franchise, business opportunity, antitrust, unfair competition, fiduciary or any other doctrine of law of the State of New York, or any successor state we designate (as provided above), which would not otherwise apply by its terms jurisdictionally or otherwise but for the within designation of governing law or which, by virtue of its denominated geographic or subject matter scope, would not by its terms otherwise apply.

### **30.04 Venue**

Any action or proceeding brought by us or you (and/or any of our or your respective affiliates, and their respective owners, members, officers, directors or managers) against any such other party, whether sounding in law or equity, will be instituted, litigated through conclusion and, if necessary, appealed through final, irrevocable judgment exclusively in a state or federal district court of competent jurisdiction situated in the state, county and judicial district in which our principal place of business is then located. Any such action or proceeding shall be brought in federal court if federal court jurisdiction exists and, if it does not exist, then in state court. You (and your affiliates, and the owners, members, officers, directors or managers of each of the foregoing) hereby irrevocably submit themselves to the jurisdiction of any such court and waive all questions of personal jurisdiction for the purpose of carrying out this provision. You (and each of your affiliates, and the owners, members, officers, directors or managers of each of the foregoing) agrees that any dispute as to the venue for litigation will be submitted to and resolved exclusively by such aforementioned court. Notwithstanding the foregoing, however, with respect to any action for monies owed, injunctive or other extraordinary or equitable relief, or involving possession or disposition of, or other relief relating to, your Restaurant or Location, we may bring such an action in any state or federal district court which has jurisdiction. You, on behalf of yourself and your affiliates, and the owners, members, officers, directors or managers of each of the foregoing, hereby waive and covenant never to assert or claim that the venue designated for litigation by this Agreement is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including any claim under the judicial doctrine of "forum non conveniens"). The parties agree that this Section 30.04 shall not be construed as preventing either party from removing an action or proceeding from state to federal court.

### **30.05 Waiver of Jury Trial and Punitive Damages**

- A. The parties to this Agreement (as denominated in Section 30.04) explicitly waive their respective rights to a jury trial in any litigation between them and hereby stipulate that any such trial shall occur without a jury.
- B. You, your Guarantors and the other Franchisee Parties hereby irrevocably waive, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special, consequential or other similar damages in any action or proceeding whatsoever between such parties and/or any of their affiliates and us and/or any of our affiliates, and you and such others covenant never to advance or pursue any such claim for punitive damages. You and such others agree that in the event of a dispute, you and such others shall be limited to the recovery from the Franchisor Parties of any actual damages sustained by you or them. You covenant to secure from any Franchisee Party which does not execute this Agreement his/her/its execution of a writing specified by us, in the Brand Standards or otherwise, irrevocably confirming the applicability to them of the provisions of this Section 30.05, in such manner and by such time we reasonably specify.

### **30.06 No Consolidated or Class Actions**

You and the other Franchisee Parties may only pursue any claim you have against us or the other Franchisor Parties in an individual legal action or proceeding. Neither you nor any other Franchisee Party shall join or combine its/their legal action or proceeding in any manner with any action or claim of any other Ivan Ramen Restaurant franchisee, franchise owner, franchisee guarantor, or other claimant, nor will you or any other Franchisee Party maintain any action or proceeding against us and the other Franchisor Parties in a class action, whether as a representative or as a member of a class or purported class, nor will you or any other Franchisee Party seek to consolidate, or consent to the consolidation of, all or part of any action or proceeding by any of them against us or the other Franchisor Parties with any other litigation against us or such other Franchisor Parties.

### **30.07 Limitation on Actions**

Any and all legal actions or proceedings brought by you against us or the other Franchisor Parties arising out of or related to this Agreement or any related agreement; any breach of this Agreement or any related agreement; the relations between such parties; and, any and all disputes between such parties, whether sounding in law or equity, must be commenced within two years from the occurrence of the acts, errors and/or omissions giving rise to such legal action or proceeding or within two years from the date on which you knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to such action or proceeding, whichever occurs first. If not, then you irrevocably covenant and agree that such action or proceeding shall be barred.

## **31. LIABILITY OF “FRANCHISEE”; GUARANTEE**

### **31.01 Liability of “Franchisee”**

The terms "Franchisee" and "you" as used in this Agreement will refer to each person executing this Agreement as Franchisee, whether that person is one of the spouses, partners, proprietors, shareholders, trustees, trustors or beneficiaries or persons named as included in you, and will apply to each of these persons as if he/she were the only named Franchisee in this Agreement. If you are a married couple, both husband and wife executing this Agreement will be liable for all your obligations and duties as Franchisee under this Agreement as if the spouse were the sole Franchisee under this Agreement. If you are a partnership or proprietorship, or if more than one person executes this Agreement as Franchisee, each partner, proprietor or person executing this Agreement will be liable for all obligations and duties of Franchisee under this Agreement. If you are a trust, each trustee, grantor and beneficiary signing this Agreement will be liable for all the obligations and duties of Franchisee under this Agreement. If you are a business entity, all owners of such entity executing this Agreement will be liable for all obligations and duties of Franchisee under this Agreement as if each such owner were the sole franchisee under this Agreement.

### **31.02 Guarantee**

If you are a business entity, then we may require certain individuals or other entities (the "Guarantors") to guarantee all of your duties, requirements and obligations under this Agreement, both financial and non-financial, by executing a guarantee substantially in the form of Exhibit F (the "Guarantee"). In the event of the death of any Guarantor, we may require replacement guarantees sufficient in our sole business judgment to provide us with the same protection as we had originally bargained for.

If you are in breach or default under this Agreement, we may proceed directly against each such individual and/or entity Guarantor without first proceeding against you and without proceeding against or naming in the action or proceeding any other such Guarantor. Your obligations and those of each such Guarantor will be joint and several. Notice to or demand upon one such Guarantor will be considered notice to or demand upon you and all such Guarantors. No notice or demand need be made to or upon all such Guarantors. The cessation of or release from liability of you or any such Guarantor will not relieve you or any other Guarantor, as applicable, from liability under this Agreement, except to the extent that the breach or default has been remedied or money owed has been paid.

## **32. SURVIVAL**

### **32.01 Survival**

Any provision of this Agreement which imposes in any fashion, directly or indirectly, an obligation following the termination or expiration of this Agreement will survive the termination or expiration and will continue to be binding upon the parties to this Agreement. This Agreement will be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

## **33. OUR BUSINESS JUDGMENT**

### **33.01 Our Business Judgment**

Whenever this Agreement or any related agreement grants, confers or reserves to us the right to take action, refrain from taking action, grant or withhold our consent or grant or withhold our approval, unless the provision specifically states otherwise, we will have the right to engage in such activity at our option using our business judgment, taking into consideration our assessment of the long-term interests of the System overall. You and we recognize, and any court or judge is affirmatively advised, that if those activities and/or decisions are supported by our business judgment, neither said court, said judge nor any other person reviewing those activities or decisions will substitute his, her or its judgment for our judgment. When the terms of this Agreement specifically require that we not unreasonably withhold our approval or consent, if you are in default or breach under this Agreement, any withholding of our approval or consent will be considered reasonable.

## **34. YOUR REPRESENTATIONS AND ACKNOWLEDGMENTS**

### **34.01 Your Representations**

You represent and warrant to us, with the intention that we are relying on your representations and warranties in entering into this Agreement, that:

1. If you are a business entity (including a corporation, limited liability company, general partnership or limited partnership), you are organized under the laws of the state of your principal place of business (or another state which you have identified to us) and your business entity is in good standing with and qualified to do business in each state and political/governmental subdivision having jurisdiction over your franchised Business.
2. If you are business entity, you have all requisite power and authority to execute, deliver, consummate and perform all of your obligations under this Agreement, and all necessary business entity proceedings have been duly taken to authorize the execution, delivery and performance of this Agreement.

3. This Agreement has been duly authorized, executed and delivered by you, includes your legal, valid and binding obligations, and will be binding and enforceable upon you and your successors and assigns in accordance with its terms when executed by both parties.
4. You do not have any liabilities, adverse claims, commitments or obligations of any nature as of the date of execution of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise which are not reflected as liabilities on the balance sheets of your current financial statements which you furnished to us before the execution of this Agreement.
5. As of the date of execution of this Agreement, there are no actions, suits, proceedings or investigations pending or, to your knowledge or the knowledge any of your officers, directors, shareholders, partners, members, managers, Guarantors, or any other owner of a direct or indirect, partial or whole interest in you (as applicable), after due inquiry, threatened, in any court or arbitral forum, or before any governmental agency or instrumentality, nor to the best of your knowledge or the knowledge of any such persons or entities (after due inquiry) is there any basis for any claim, action, suit, proceeding or investigation which affects or could affect, directly or indirectly, any of your assets, properties, rights or business; your right to operate and use your assets, properties or rights to carry on your business; and/or, which affects or could affect your right or ability to assume and carry out in all respects the duties, obligations and responsibilities specified in this Agreement.
6. All of your representations and warranties contained in this Agreement are complete, correct and accurate as of the date of execution of this Agreement and will survive any termination or expiration of this Agreement.

#### **34.02 Your Acknowledgments**

You represent, warrant and acknowledge to us that:

1. You understand that we do not represent that you will have the ability to procure any required license, permit, certificate or other governmental authorization that may be necessary or required for you to carry out the activities contemplated by this Agreement.
2. You acknowledge that you have received a complete copy of this Agreement and all related attachments and agreements at least seven (7) calendar days prior to the date on which this Agreement was executed. You further acknowledge that you have received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures" at least fourteen (14) calendar days prior to the date on which this Agreement was executed and at least fourteen (14) calendar days before the payment by you to us of any consideration in connection with the sale or proposed sale of the franchise granted by this Agreement.

### **35. SUBMISSION OF AGREEMENT**

#### **35.01 Submission of Agreement**

Our tendering this Agreement to you merely as an exhibit to our Franchise Disclosure Document (and not to you individually) does not constitute an offer. This Agreement will become effective only upon the execution of this Agreement by both us and you. The date that we execute this Agreement, referred to in this Agreement as the "Effective Date", will be considered the date of execution of this Agreement.

THIS AGREEMENT WILL NOT BE BINDING ON US UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF OURS.

YOU ACCEPT AND AGREE TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS OF THE FOREGOING AGREEMENT.

[Signature page follows.]

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_

Witness/Date

FRANCHISEE:

If a corporation or other entity:

\_\_\_\_\_  
(Name of Corporation or Other Entity)

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

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

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

If one or more individuals:

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

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

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

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

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_

Witness/Date

IVAN RAMEN FRANCHISING LLC

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

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

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

**STATE ADDENDA TO IVAN RAMEN FRANCHISING LLC FRANCHISE AGREEMENT**

## **CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT**

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of California:

1. In Section 12.02 of the Franchise Agreement (“Covenant Not to Compete”), in the third paragraph thereof (which commences with the words “Further, during...”), the “no-poach” clause is removed – that is, the following specific words are removed: “(i) solicit for employment or hire our management personnel, the management personnel of any of our affiliates or the management personnel of any other franchised Business without first obtaining any written permission from us and the employer(s) of the personnel in question, or (ii)”. The remainder of the paragraph remains as is.
2. 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.
3. California Business and Professions Code 20000 through 20043 provide rights to the franchisee concerning transfer, termination, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.
4. With respect to franchises sold in California, upon the termination or nonrenewal of a franchise, a franchisor may offset against the amounts owed to a franchisee under Section 20022 of the California Business and Professions Code any amounts owed by the franchisee to the franchisor, provided the franchisee agrees to the amount owed or the franchisor has received a final adjudication of any amounts owed. Such proviso shall apply notwithstanding the Franchisor's general right of set-off referred to in Section 5.06(D) of the Franchise Agreement.
5. With respect to franchises sold in California, a franchisor is prohibited from modifying a franchise agreement, or requiring a general release, in exchange for any assistance related to a declared state or federal emergency.
6. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[signature page follows]

Signed:

FRANCHISEE:

If an entity, name of entity:

\_\_\_\_\_

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

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

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

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

If an individual:

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

Print name: \_\_\_\_\_

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

If an individual:

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

Print name: \_\_\_\_\_

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

FRANCHISOR:

IVAN RAMEN FRANCHISING LLC

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

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

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

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

[California Addendum to Franchise Agreement]

**HAWAII ADDENDUM TO FRANCHISE AGREEMENT**

1. 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.
2. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

Signed:

FRANCHISEE:

FRANCHISOR:

If an entity, name of entity:

IVAN RAMEN FRANCHISING LLC

\_\_\_\_\_

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

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

If an individual:

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Date: \_\_\_\_\_

If an individual:

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Date: \_\_\_\_\_

## **ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT**

Illinois law governs the Franchise Agreement(s).

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.

Your rights upon Termination and Non-Renewal 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.

This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

The Franchisor will defer collection of initial franchise (and development) fees until the franchisor has satisfied its pre-opening obligations to franchisee and the franchisee has commenced business operations (in accordance with Section 200.508 of the applicable Rules). The Illinois Attorney General's Office imposed this deferral requirement due to the Franchisor's financial condition.

[Signature page follows.]

Dated: \_\_\_\_\_

FRANCHISEE:

If an entity:

\_\_\_\_\_  
(Name of Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If an individual:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

IVAN RAMEN FRANCHISING LLC

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

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

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

[Illinois Addendum to Franchise Agreement]

## INDIANA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply:

1. The laws of the State of Indiana supersede any provisions of the Franchise Agreement or New York law if such provisions are in conflict with Indiana law. The Franchise Agreement will be governed by Indiana law, rather than New York law, as stated in Section 30.03 of the Franchise Agreement (“Governing Law”).
2. Venue for litigation will not be limited to New York, as specified in Section 30.04 of the Franchise Agreement (“Venue”).
3. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the franchise agreement, will supersede the provisions of Article 17 of the Franchise Agreement (“Default and Termination”) in the State of Indiana to the extent they may be inconsistent with such prohibition.
4. No release language set forth in the Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.
5. Section 12.04 of the Franchise Agreement (“Enforcement of Covenants Not to Compete”) will not apply to franchises offered and sold in the State of Indiana.
6. Section 21.03 of the Franchise Agreement (“Our Withholding of Consent – Your Exclusive Remedy “) will not apply to franchises offered and sold in the State of Indiana.
7. Section 12.02 of the Franchise Agreement (“Covenant Not to Compete”) is revised to limit the geographical extent of the post-term covenant not to compete to Franchisee’s Territory for all franchises sold in the State of Indiana.
8. Section 23.01 of the Franchise Agreement (“Injunction”) will not apply to franchises offered and sold in the State of Indiana.
9. Section 30.05(B) of the Franchise Agreement (“Waiver of Jury Trial and Punitive Damages”) is deleted from the Franchise Agreement.
10. Notwithstanding the terms of Section 8.10 of the Franchise Agreement (“Indemnification”), Franchisee will not be required to indemnify Franchisor and the other Indemnitees for any liability caused by Franchisee’s proper reliance on or use of procedures or materials provided by Franchisor or caused by Franchisor’s negligence.
11. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on 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.
12. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[signature page follows]

Dated: \_\_\_\_\_

FRANCHISEE:

If an entity:

\_\_\_\_\_  
(Name of Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If an individual:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

IVAN RAMEN FRANCHISING LLC

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

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

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

## MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document or Franchise Agreement and will apply to all franchises offered and sold under the laws of the State of Maryland:

1. The following language is added to Sections 13.01(H) and 14.04(O) of the Franchise Agreement: Notwithstanding anything to the contrary herein, pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
2. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Franchise.
3. Section 30.04 of the Franchise Agreement ("Venue") requires venue to be limited to New York. This provision is deleted from all Franchise Agreements for residents of the State of Maryland and/or franchises to be operated in the State of Maryland.
4. Section 34.02 ("Your Acknowledgments") is deleted from all Franchise Agreements for residents of the State of Maryland and/or franchises to be operated in the State of Maryland.
5. The following sentences are added at the end of the last paragraph of Section 3.04 of the Franchise Agreement ("Rights We Reserve"):

"The waivers and releases in this paragraph are not intended to nor will they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. The waivers and releases in this paragraph will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law."
6. The following language is added to the last sentence of Section 24.01 of the Franchise Agreement ("Integration of Agreement"): "provided, however, that the previous language is not intended to, nor will it, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."
7. The following sentence is added at the end of Section 25.01 of the Franchise Agreement ("No Oral Modification"): "This Section is not intended to, nor will it, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."
8. 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. In addition, all area development fees and initial payments by area developers shall be deferred until the first franchise under the area development agreement opens.
9. 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.
10. If the franchise agreement or any agreement executed by the franchisee in connection therewith includes any questionnaire to be completed by or acknowledgments to be made by the franchisee that are contrary to the Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments, adopted on September 18, 2022 by the North American Securities Administrators

Association, Inc. (with an effective date of January 1, 2023), then any such questionnaire and/or acknowledgments shall not apply to prospective franchisees who are Maryland residents or who seek to purchase a franchise located in Maryland.

11. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[signature page follows]

Dated: \_\_\_\_\_

FRANCHISEE:

If an entity:

\_\_\_\_\_  
(Name of Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If an individual:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

IVAN RAMEN FRANCHISING LLC

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

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

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

[signature page – Maryland Addendum to Restaurant Franchise Agreement]

## MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply:

1. The following language will appear at the end of Section 30.04 of the Franchise Agreement (“Venue”):

"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 agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction."

2. No release language set forth in the Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.
3. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.
4. Franchisor will protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
5. The second sentence of Section 12.04 of the Franchise Agreement (“Enforcement of Covenants Not To Compete”) is amended to read as follows:

"Accordingly, you consent to the seeking of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete set forth in this Agreement."

6. The third and fourth sentences of Section 23.01 of the Franchise Agreement (“Injunction”) is amended to read as follows:

"You therefore agree that if you engage in this non-compliance, or unauthorized and/or improper use of the System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the seeking of these temporary and permanent injunctions."

7. Any claims arising under Minnesota Statutes, Chapter 80C must be brought within three years after the cause of action accrues.
8. 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.
9. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.
10. The Franchisor will defer collection of initial franchise fees until the franchisee has opened for business.

[signature page follows]

Dated: \_\_\_\_\_

FRANCHISEE:

If an entity:

\_\_\_\_\_  
(Name of Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If an individual:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

IVAN RAMEN FRANCHISING LLC

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

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

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

[signature page – Minnesota Addendum to Restaurant Franchise Agreement]

## NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of New York:

1. The last sentence of the third paragraph of Section 7.01 of the Franchise Agreement ("Confidential Operating Brand Standards; Policy Statements") is amended to read as follows:

"The Brand Standards and any additions, deletions, revisions or Supplements to the Brand Standards are material in that they will affect the operation of the franchised Business, but they will not conflict with or materially alter your rights and obligations under this Agreement or place an excessive economic burden on your operations."

2. Sections 13.01 (H) and 14.04 (O) of the Franchise Agreement are each amended to include the following language immediately following the requirement that Franchisee execute a General Release:

"Provided, however, that all rights enjoyed by Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder will remain in force; it being the intent of this proviso that the non-waiver provisions of GBL, Section 687.4 and 687.5 be satisfied."

3. The second sentence of Section 12.04 of the Franchise Agreement ("Enforcement of Covenants Not To Compete") is amended to read as follows:

"Accordingly, you consent to the seeking of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete set forth in this Agreement."

4. The third and fourth sentences of Section 23.01 of the Franchise Agreement ("Injunction") is amended to read as follows:

"You therefore agree that if you engage in this non-compliance, or unauthorized and/or improper use of the System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the seeking of these temporary and permanent injunctions."

5. 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.

6. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows]

Dated: \_\_\_\_\_

FRANCHISEE:

If an entity:

\_\_\_\_\_  
(Name of Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If an individual:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

IVAN RAMEN FRANCHISING LLC

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

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

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

## NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply:

1. The laws of the State of North Dakota supersede any provisions of the Franchise Agreement or New York law if such provisions are in conflict with North Dakota law. The Franchise Agreement will be governed by North Dakota law, rather than New York law, as stated in Section 30.03 of the Franchise Agreement ("Governing Law").
2. Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from Franchise Agreements issued in the State of North Dakota. The site of any arbitration will be agreeable to all parties.
3. No release language set forth in the Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.
4. Section 13.01 of the Franchise Agreement ("Conditions to Obtain a Successor Term") requires the execution of a general release upon renewal. This requirement is deleted from all Franchise Agreements used in the State of North Dakota.
5. Section 18.01 of the Franchise Agreement ("Further Obligations and Rights Following the Termination or Expiration of this Agreement") may require franchisees to consent to termination or liquidated damages. This requirement is deleted from all Franchise Agreements used in the State of North Dakota.
6. Covenants restricting competition in the State of North Dakota, such as those found in Section 12.02 of the Franchise Agreement ("Covenant Not to Compete"), may be subject to Section 9-08-06 of the North Dakota Century Code. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.
7. Section 30.04 of the Franchise Agreement ("Venue") requires that the franchisee consent to the jurisdiction of courts in New York. This requirement is deleted from all Franchise Agreements used in the State of North Dakota.
8. Section 30.05 of the Franchise Agreement ("Waiver of Jury Trial and Punitive Damages") requires the franchisee consent to a waiver of trial by jury. This requirement is deleted from all Franchise Agreements used in the State of North Dakota.
9. Based on the financial statement of the franchisor and the duties and obligations of the franchisor to furnish goods and/or services to assist its franchisees in establishing and opening their franchised business, the State of North Dakota requires that the franchisor assure financial capability. Accordingly, collection of initial fees due to the franchisor under the Franchise Agreement will be deferred until all obligations owed to the franchisee under the Franchise Agreement or other documents have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the Franchise Agreement.
10. 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.

11. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[signature page follows]

Dated: \_\_\_\_\_

FRANCHISEE:

If an entity:

\_\_\_\_\_  
(Name of Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If an individual:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

IVAN RAMEN FRANCHISING LLC

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

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

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

[signature page – North Dakota Addendum to Restaurant Franchise Agreement]

## **RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT**

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply:

1. Any provision in the Franchise Agreement which designates the governing law as that of any state other than the State of Rhode Island is deleted from Franchise Agreements issued in the State of Rhode Island.
2. Section 19-28.1.-14 of the Rhode Island Franchise Investment Act, as amended by laws of 1993, 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."
3. 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.
4. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows.]

Dated: \_\_\_\_\_

FRANCHISEE:

If an entity:

\_\_\_\_\_  
(Name of Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If an individual:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

IVAN RAMEN FRANCHISING LLC

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

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

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

[Signature page to Rhode Island Addendum to Franchise Agreement]

**VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT**

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply:

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.

This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

Dated: \_\_\_\_\_

FRANCHISEE:

If an entity:

\_\_\_\_\_  
(Name of Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If an individual:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

IVAN RAMEN FRANCHISING LLC

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

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

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

## **WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT, AND 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 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. 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.
20. In Section 8.02 (“Manner of Operation”) of the Franchise Agreement, the second paragraph thereof does not apply to Washington franchisees.
21. Regarding Section 8.13 (“Adequate Reserves and Working Capital”) of the Franchise Agreement, the Franchisor’s discretion shall be exercised in accordance with the good faith requirement in RCW 19.100.180(1).
22. Section 12.02 of the Franchise Agreement, and the Confidentiality/Non-Competition Agreement exhibit and Confidentiality Agreement exhibit attached to the Franchise Agreement, are each amended to add that non-parties to the Franchise Agreement are only bound to the confidentiality and non-competition provisions if they execute such Confidentiality and/or Non-Competition Agreement themselves.
23. In Section 17.05 of the Franchise Agreement, the following language is removed: “or complain otherwise”.
24. Article 19 of the Franchise Agreement will be interpreted in accordance with RCW 19.100.180, including that the franchisee’s inventory and supplies shall be purchased by the franchisor for not less than their fair market value offset by any amount owed by the franchisee to the franchisor.
25. The following provisions in the Franchise Agreement do not apply to Washington franchisees:
  - a) In Section 24.01 (“Integration of Agreement”), all text after the first two sentences.
  - b) The acknowledgments in Sections 34.02.1, 34.02.2, and the third paragraph of Section 35.01.
  - c) Section 30.07 (“Limitation on Actions”).
  - d) Section 33.01 (“Our Business Judgment”).
  - e) The statement in Section 35.01 that “[o]ur tendering this Agreement to you ... does not constitute an offer.”

26. The securities offering review fee stated in Section 14.08 of the Franchise Agreement will be no greater than the actual and reasonable costs incurred by the franchisor for such a review.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this: \_\_\_\_\_.

FRANCHISOR: IVAN RAMEN FRANCHISING LLC

FRANCHISEE: \_\_\_\_\_

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

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

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

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

[signature page – Washington Addendum to Restaurant Franchise Agreement]

**WISCONSIN ADDENDUM TO FRANCHISE AGREEMENT**

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply:

1. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 will apply to and govern the provisions of the Franchise Agreement.

2. That Act's requirement, including the requirements that, in certain circumstances, a franchisee receives ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, will supersede the requirements of Article 17 of the Franchise Agreement ("Default and Termination") to the extent they may be inconsistent with the Act's requirements.

Dated: \_\_\_\_\_

FRANCHISEE:

If an entity:

\_\_\_\_\_  
(Name of Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If an individual:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

IVAN RAMEN FRANCHISING LLC

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

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

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

**EXHIBIT A**

**FRANCHISED TERRITORY; RESTAURANT LOCATION**

**FRANCHISED TERRITORY; RESTAURANT LOCATION**

The Restaurant "Location" as defined in Section 6.01 of the Franchise Agreement will consist of:

---

The "Territory" as defined in Section 3.01 of the Franchise Agreement will consist of the following geographic area:

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---

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If a map of the Territory is attached, check here: \_\_\_\_\_

*Initials: Franchisor* \_\_\_\_\_ *Franchisee* \_\_\_\_\_

**EXHIBIT B**  
**PROPRIETARY MARKS**

The Proprietary Marks as defined in Section 1.01 of the Franchise Agreement will consist of:

1. "IVAN RAMEN";
2. "SLURP SHOP";



3. **Ivan Ramen**; and
4. Such other and further Proprietary Marks (as defined in Section 1.01 of the Franchise Agreement) that we may from time to time license to you in conjunction with and addition to the Proprietary Marks listed above. Any such other and further Proprietary Marks will be deemed a part of this Exhibit B.

**EXHIBIT C**

**REQUIRED PROVISIONS FOR LEASE RIDER**

## REQUIRED PROVISIONS FOR LEASE RIDER

All Leases you enter into for the Ivan Ramen Restaurant Location must contain a Rider with provisions acceptable to us providing that:

1. After (a) the expiration of the Franchise Agreement (so long as we provide the Landlord with no less than 60 days advance written notice thereof), or (b) the sooner termination of the Franchise Agreement for any reason (so long as we either provide the Landlord with (x) a copy of our notice of termination to you or (y) an agreement regarding the date of termination), we will have the right (but not the obligation) to cure any defaults within a reasonable period of time and at our election, either to assume the obligations of and replace you as the lessee under the Lease, or to have another franchisee, licensee, joint venture partner or other designee of ours assume the obligations of and replace you as the lessee under the Lease. If we assume the obligations of and replace you as the lessee under the Lease and then subsequently reassign the Lease to another franchisee, licensee, joint venture partner or other designee of ours, upon any such reassignment, we shall be released from all prospective obligations of the lessee.
2. Simultaneous with giving notice to you of any default, the lessor or sublessor (the "Landlord") will furnish to us written notice specifying such default and the method of curing the default; allow us 30 days after receipt of the notice to cure the defaults (except that (i) if the default is the non-payment of rent, we will have only fifteen days from receipt of notice to cure the default, and (ii) if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within 30 days, the time for cure shall be extended to be the same as that set forth in the Lease); and, allow us to exercise our option for us or another franchisee, licensee, joint venture partner or other designee of ours to succeed to your interest in the Lease under the same conditions as set forth in par. '1', above.
3. The Landlord will accept us or another franchisee designated by us as a substitute tenant under the Lease upon notice from us that we are exercising our option for us or another franchisee, licensee, joint venture partner or other designee of ours to succeed to your interest in the Lease and/or to reassign the Lease to another franchisee following our assumption of obligations under the Lease, under the same conditions as set forth in par.'1', above.
4. The required provisions in '1', '2', and '3', above, are rights but not obligations for us to assume your rights and responsibilities under the Lease.
5. The Landlord acknowledges that you alone are responsible for all debts, payments and performances under the Lease before we or another franchisee, licensee, joint venture partner or other designee of ours takes actual possession of the premises.
6. The Lease may not be modified or amended without our advance written consent, which we may not unreasonably withhold. The Landlord will provide us with copies of all proposed modifications or amendments at least 30 days prior to their execution and true and correct copies of the executed modifications and amendments.
7. The Landlord agrees to furnish us with copies of all letters and notices sent to you pertaining to the Lease and the premises, at the same time and in the same manner that these letters and notices are sent to you.

**EXHIBIT D**  
**SOFTWARE LICENSE AGREEMENT**

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## **SOFTWARE LICENSE AGREEMENT**

This SOFTWARE LICENSE AGREEMENT (this "Agreement") is made and entered as of \_\_\_\_\_ between IVAN RAMEN FRANCHISING LLC, a New York limited liability company with its principal office at 42 Maple Street, Dobbs Ferry, NY 10522 ("Licensor") and \_\_\_\_\_ whose principal address is ("Licensee") \_\_\_\_\_.

### **1. GRANT OF LICENSE**

#### **1.01 Grant of License**

Licensor grants to Licensee a nontransferable, nonexclusive license for the use of those computer programs, system documentation manuals and other materials (hereinafter collectively referred to as "Ivan Ramen Software" or the "Software") supplied by Licensor to Licensee during the term of this Agreement pursuant to the terms of that certain franchise agreement (the "Franchise Agreement") between Licensor and Licensee dated \_\_\_\_\_ regarding a franchised outlet at \_\_\_\_\_, for use only for purposes of the single Ivan Ramen franchised business defined in and the subject of the Franchise Agreement.

#### **1.02 Revisions, Additions and Deletions**

Licensor may, from time to time, revise the Ivan Ramen Software or any part of the Software. In doing so, Licensor incurs no obligation to furnish these revisions to Licensee or to other licensees in the Ivan Ramen franchise network. Licensor reserves the right to add and/or delete, at its sole option, computer programs and/or features to the Ivan Ramen Software. If Licensor furnishes Licensee with revisions or additions to the Ivan Ramen Software, Licensor specifically reserves the right to charge Licensee for them at the prices and on the terms that Licensor determines at its sole option, including, without limitation, any costs associated with installation of computer hardware, equipment, connections, data systems, software, etc. Any updates, replacements, revisions, enhancements, additions or conversions to the Ivan Ramen Software furnished by Licensor to Licensee will become part of the "Software" under this Agreement and subject to this Agreement.

#### **1.03 Rights of Licensor**

Licensee recognizes that Licensor is supplying the Ivan Ramen Software and all additional materials and information, including but not limited to all processes, ideas, data and printed material, to Licensee subject to Licensor's proprietary rights. Licensee agrees with Licensor that the Ivan Ramen Software and all information and/or data supplied by Licensor in any form, including but not limited to machine-readable and/or printed form, are trade secrets of Licensor embodying substantial creative efforts and confidential information, ideas, and expressions, are protected by civil and criminal law, and by the law of copyright, are very valuable to Licensor, and that their use and disclosure must be carefully and continuously controlled. Accordingly, Licensee agrees to treat (and take precautions to ensure that its employees treat) the Software as confidential in accordance with the confidentiality requirements and conditions set forth in this Agreement. Licensor is not obligated to provide and Licensee acquires no right of any kind under this Agreement with respect to any source code for the Software.

#### **1.04 Title**

Licensor retains title to the Ivan Ramen Software, the system documentation manuals, any additional materials and information furnished by Licensor in any form (including but not limited to object, machine-readable and/or printed form). Licensee agrees to keep every item to which Licensor retains title free and clear of all claims, liens and encumbrances except those of Licensor. Any act of

Licensee, voluntary or involuntary, purporting to create a claim, lien or encumbrance on such an item will be void.

### **1.05 No Other Rights Granted**

Apart from the license rights specifically enumerated in this Agreement, this Agreement does not include a grant to Licensee of any ownership right, title or interest, nor any security interest or other interest, in any Intellectual Property Rights (as defined in the following sentence) relating to the Software or any part of the Software. "Intellectual Property Rights" means any and all rights to exclude under patent law, copyright law, oral rights law, trade-secret law, semiconductor chip protection law, trademark law, unfair competition law or other similar rights.

## **2. TERM**

### **2.01 Term**

This License Agreement is effective from the date of execution by Licensor and will remain in full force so long as Licensee remains a Franchisee in good standing under the Franchise Agreement. The Franchise Agreement is incorporated in this Agreement as though set forth in full.

## **3. RESTRICTIONS ON LICENSEE**

### **3.01 Single franchised business Use**

The Ivan Ramen Software and other materials provided under this Agreement may be used only on computerized devices with (where required for certain functions) a connection to the internet (each such device, referred to as the "Accessing Device") and their associated networked peripheral units (such as printers, scanners, and the like) used by the same franchised business outlet and its staff, and if the Software is designed to be used by others as well, then also by owners of the franchised business, customers of the franchised business, and/or vendors of the franchised business, as applicable. "Use" of a program will consist either of copying, streaming or downloading any portion of the data made available through the program into the Accessing Device(s), or the processing, streaming or uploading of data from or through the Accessing Device(s) with the program, or both. Licensee agrees to keep its granting of access to individuals to use all programs, documentation and materials in any form (including but not limited to object, machine-readable and/or printed form) supplied under this license in compliance with access and use restrictions satisfactory to Licensor, and not less strict than those applied to Licensee's most valuable and sensitive programs.

As between the parties hereto, Licensee shall be exclusively responsible for the supervision, management and control of the use of the Software by Licensee (including its employees, agents and other personnel), including, but not limited to: (i) assuring proper audit controls and operating methods (such as choosing account passwords that are not easy to guess, and only allowing access to those employees of Licensee whom Licensee has authorized to access the Software for proper purposes in connection with the franchised business); (ii) implementing sufficient procedures and checkpoints to satisfy its requirements for security (such as limiting communication of personally sensitive information by means of the Software unless required) and accuracy of information that is input into the Software by Licensee; and (iii) maintaining the proper operating environment for the Software (for example (and without limitation) an environment where private or proprietary information displayed through the Software is not put on public view).

### **3.02 Copies and Use of Output from Software**

Licensee agrees that while this license is in effect, or while Licensee has custody or possession of any property of Licensor, Licensee will not, except in the ordinary course of Licensee's Ivan Ramen Franchised Business, copy or duplicate, or permit its employees to copy or duplicate, any version of the Ivan Ramen Software or other information furnished by Licensor through the Software (such as information about customers) in any form (including but not limited to digital and/or printed form).

Licensee agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software (such as information on customers or suppliers and, to the extent that Licensee can do so, to reproduce and include same on each copy of output generated by the Software that is intended to show to any third party).

### **3.03 No Reverse Engineering or Modification**

Licensee agrees that while this license is in effect, or while Licensor has custody or possession of any property of Licensor, Licensee will not modify, translate, enhance, merge, reverse engineer, reverse assemble, disassemble, or decompile the Software or any portion of the Software, derive the source code or the underlying ideas, algorithms, structure or organization form of the Software or any portion thereof or otherwise reduce the Software or any portion of the Software to human-readable form. Licensee may not, and may not attempt to, defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Software including, without limitation, any such mechanism used to restrict or control the functionality of the Software.

### **3.04 Transfer of Software**

If Licensee transfers possession of any copy, modification, translation or merged portion of the Ivan Ramen Software to another party, the attempt at transfer is void and this license is automatically terminated.

## **4. PROTECTION AND SECURITY**

### **4.01 Non-Disclosure**

Licensee agrees not to disclose, publish, display, translate, release, transfer or otherwise make available the Ivan Ramen Software, any part of the Software or any other materials furnished by Licensor in any form (or any copy of any of the foregoing) to any person, without the written consent of Licensor, which may be withheld with or without cause. Licensee agrees that it will take all necessary action including, but not necessarily limited to, instructing and entering into agreements with all of Licensee's employees, agents, representatives, affiliates, subsidiaries, and/or other third persons/entities associated with Licensee to protect the copyright and trade secrets of Licensor in and to those materials licensed under this Agreement and to assure Licensee's compliance with its obligations under this Agreement. Licensee shall use its best efforts to assist Licensor in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portions thereof. Without limitation of the foregoing, Licensee shall advise Licensor immediately in the event Licensee learns or has reason to believe that any person who Licensee has given access to the Software, or any portion thereof, has violated or intends to violate the terms of this Agreement. The provisions of this Section 4.01 will survive the termination of this Agreement. Licensee shall not rent, lease, loan, distribute, sell, sublicense or encumber the Software.

Licensee shall not create any derivative works from the Software. Licensee agrees that any derivative works created by Licensee from the Software, including, but not limited to, software or other electronic works, are considered derivative works under U.S. law and that use of the derivative work is subject to the terms and conditions of this License Agreement. Derivative works may not be sublicensed, sold, leased, rented, lent, or given away without written permission from Licensor. Licensor will not be responsible for unauthorized, modified and/or regenerated software or derivative works.

Licensee understands and agrees that Licensor may from time to time adopt whatever mechanical or other electronic methods that Licensor deems necessary (in its sole and exclusive judgment) to prevent the unauthorized use and/or distribution of the Ivan Ramen Software.

## **5. UNAUTHORIZED ACTS**

### **5.01 Unauthorized Acts**

Licensee agrees to notify Licensor immediately of the unauthorized possession, use or knowledge of any item supplied through this license and of other information made available, to Licensee under this Agreement, by any person or organization not authorized by this Agreement to have such possession, use or knowledge. Licensee agrees to promptly furnish full details of the possession, use or knowledge to Licensor, to assist in preventing the recurrence of the possession, use or knowledge, and to cooperate with Licensor in any litigation against third parties deemed necessary by Licensor to protect its proprietary rights. Licensee's compliance with this paragraph will not be construed in any way as a waiver of Licensor's rights to recover damages or obtain other relief against Licensee for its negligent or intentional harm to Licensor's proprietary rights, or for breach of Licensor's contractual rights.

### **5.02 Export Law Assurances.**

Licensee may not use or otherwise export or reexport the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. Licensee represents and warrants that Licensee is not located or domiciled in, under control of, or a national or resident of any countries that are U.S. embargoed countries, or on the list of the U.S. Treasury Department's Specially Designated Nationals, or the U.S. Department of Commerce's Table of Denial Orders, or to whom export or re-export is prohibited by the U.S. Department of Treasury Office of Foreign Assets Control, or similar lists maintained by any other United States agency or authority.

## **6. INSPECTION**

### **6.01 Inspection of Use**

To assist Licensor in the protection of its proprietary rights and compliance with this Agreement, Licensee agrees to permit representatives of Licensor to inspect, at all reasonable times, how the Software supplied under this Agreement is being used by Licensee and its personnel, and what types of data and information the Software is being used to transmit or process.

## **7. ASSIGNMENT OF LICENSE RIGHTS**

### **7.01 Assignment by Licensor**

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

### **7.02 Assignment by Licensee**

With respect to Licensee's obligations under this Agreement, this License Agreement is personal, being entered into in reliance upon and in consideration of the singular personal skill and qualifications of Licensee, and the trust and confidentiality reposed in Licensee by Licensor. Therefore, neither Licensee's interest in this Agreement nor any of Licensee's rights or privileges under this Agreement, may be assigned, sold, transferred, shared, redeemed, sublicensed or divided, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, in any manner, without the prior written consent of Licensor. Any actual or attempted assignment, transfer or sale of this Agreement, or any interest in this Agreement, or of the franchised business, made or accomplished in violation of the terms of this Article will be null and void and will constitute an incurable breach of this Agreement by Licensee, and, if this occurs, this Agreement will automatically terminate without further notice.

## **8. INJUNCTION**

### **8.01 Injunction**

Licensee acknowledges that the unauthorized use, modification, transfer or disclosure of the Software or copies thereof will (i) substantially diminish the value to Licensor of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render Licensor's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee breaches any of its obligations with respect to the use or confidentiality of the Software or if Licensee attempts to use, copy, modify, license, or convey the items supplied by Licensor under this Agreement, in a manner contrary to the terms of this Agreement, in competition with Licensor or in derogation of Licensor's proprietary rights (whether these rights are explicitly stated in this Agreement, determined by law or otherwise), then Licensor shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief, without having to post bond or other security.

## **9. DEFAULT AND TERMINATION**

### **9.01 Termination**

If the Franchise Agreement is terminated by either party for any reason or expires, then upon the effective date of the termination or expiration of the Franchise Agreement, this Agreement will automatically terminate without notice to Licensee.

Licensor reserves the right to immediately terminate this License Agreement, at Licensor's sole and exclusive option, if Licensee breached any term of this Agreement or of the Franchise Agreement. This termination will be without prejudice to any right or claims Licensor may have and all rights granted under this Agreement will immediately revert to Licensor. If Licensor terminates this Agreement, Licensee agrees to return to Licensor all property of and/or materials supplied by Licensor immediately after the termination, and if applicable, delete the Software from Licensee's own Accessing Devices and require its staff to do the same.

The termination or expiration of this Agreement or of the Franchise Agreement for any reason whatsoever will not relieve Licensee of its obligations of confidentiality, protection and security under this Agreement, or of the restriction on copying and use as provided in this Agreement, with respect to the Ivan Ramen Software.

Upon termination or expiration of this Agreement or of the Franchise Agreement for any reason, Licensee agrees to immediately return to Licensor the Ivan Ramen Software, including, without limitation, all computer software and return or delete any off-line copies the Licensee has of data that is proprietary to the Licensor, whether saved on memory drives, online or via other storage media (and any future technological substitutions for any of them).

### **9.02 Cross-Default**

Any default or breach by Licensee (or any of its affiliates) of any other agreement between Licensor, or its parent or the subsidiary, affiliate or designee of either entity (collectively, Licensor's "Affiliates") and Licensee (or any of its affiliates) will be deemed a default under this Agreement, and any default or breach of this Agreement by Licensee (or any of its affiliates) will be deemed a default or breach under any and all other agreements between Licensor (or any of its Affiliates) and Licensee (or any of its affiliates). If the nature of such default under any other agreement would have permitted Licensor to terminate this Agreement if default had occurred under this Agreement, then Licensor (or its Affiliates) will have the right to terminate all the other agreements between Licensor (or its Affiliates) and Licensee (or any of its affiliates) in the same manner provided for in this Agreement for termination of this Agreement.

## **10. BINDING EFFECT**

### **10.01 Binding Effect**

Licensee agrees that this Agreement binds the named Licensee and each of its employees, agents, representatives and persons associated with it. This Agreement further binds each affiliated and subsidiary firm, corporation, or other organization and any person, firm, corporation or other organization with which the Licensee may enter a joint venture or other cooperative enterprise.

## **11. SECURITY INTEREST**

### **11.01 Security Interest**

Licensee hereby gives to Licensor a security interest in and to any proprietary data of Licensor that is generated by or obtained via the Ivan Ramen Software and other materials furnished under this Agreement as security for Licensee's performance of all its obligations under this Agreement, together with the right, without liability, to cease permitting access to the Ivan Ramen Software and other materials licensed under this Agreement, with or without notice, in the event of default in any of Licensee's obligations under this Agreement.

## **12. WAIVER OR DELAY; INTEGRATION; AMENDMENT**

### **12.01 Waiver or Delay**

No waiver or delay in either party's enforcement of any breach of any term, covenant or condition of this Agreement shall be construed as a waiver by such party of any preceding or succeeding breach, or any other term, covenant or condition of this Agreement; and, without limitation upon any of the foregoing, the acceptance of any payment specified to be paid by Licensee under this Agreement shall not be, nor be construed to be, a waiver of any breach of any term, covenant or condition of this Agreement.

### **12.02 Integration**

This Agreement and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements; provided, however, that, and that this Agreement is not to limit any rights that Licensor may have under trade secret, copyright, patent, or other laws that may be available to it. Notwithstanding the foregoing however, nothing in this Section is intended to disclaim the representations Licensor made in the Franchise Disclosure Document that it provided to Licensee.

### **12.03 Amendment**

This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties hereto.

## **13. DISCLAIMER**

### **13.01 DISCLAIMER**

LICENSOR WARRANTS AND REPRESENTS THAT IT HAS THE AUTHORITY TO EXTEND THE RIGHTS GRANTED TO LICENSEE IN THIS AGREEMENT. THIS EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF, AND LICENSOR HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE (WHETHER OR NOT LICENSOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE); WARRANTIES OF QUALITY OR PRODUCTIVENESS, CAPACITY, ACCURACY OR SYSTEM INTEGRATION; IMPLIED WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; AND, WARRANTIES AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT

OF THE LICENSED INFORMATION OR LICENSED INFORMATIONAL RIGHTS. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THE LICENSED SOFTWARE AND OTHER INFORMATION MADE AVAILABLE HEREUNDER BY LICENSOR ARE MADE AVAILABLE ON AN "AS-IS" BASIS AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH LICENSEE. LICENSOR WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT, OR OTHERWISE) TO LICENSEE, THIRD PARTIES, OR ANY OTHER PERSON CLAIMING THROUGH OR UNDER LICENSEE, FOR ANY DAMAGES OR EXPENSES, INCLUDING BUT NOT LIMITED TO, ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST DATA, DOWNTIME COSTS, LOST PROFITS AND/OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH ANY USE, OR INABILITY TO USE, ANY OF THE LICENSED SOFTWARE, MATERIALS OR INFORMATION FURNISHED, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, BUSINESS INTERRUPTION OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, WHETHER CAUSED BY DEFECT, NEGLIGENCE, BREACH OF WARRANTY, DELAY IN DELIVERY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE), EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EXPENSES. FURTHER, NO OBLIGATION OR LIABILITY WILL ARISE OR FLOW OUT OF LICENSOR'S RENDERING OF TECHNICAL OR OTHER ADVICE IN CONNECTION WITH THE SOFTWARE OR ANY EQUIPMENT USED WITH THE SOFTWARE. LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR MEET ANY SPECIFIC REQUIREMENTS, THAT THE SOFTWARE WILL BE FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO AGENT OF LICENSOR IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF LICENSOR AS SET FORTH HEREIN. NO USE OF THE PRODUCT IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER; PROVIDED, HOWEVER, THAT SOME STATES OR JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF AN IMPLIED WARRANTY AND SOME STATES OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT THIS DISCLAIMER MAY NOT APPLY TO LICENSEE. TO THE EXTENT THAT LICENSOR MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

## **14. LIMITATION OF LIABILITY**

### **14.01 LIMITATION OF LIABILITY**

LICENSOR'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF THE LEGAL THEORY, WILL NOT EXCEED THE COST OF REPLACEMENT OF THE SOFTWARE LICENSED UNDER THIS AGREEMENT. THIS WILL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF ANY PARTY'S OBLIGATIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, EXCEPT THAT AN ACTION FOR NONPAYMENT MAY BE BROUGHT WITHIN ONE YEAR OF THE DATE OF LAST PAYMENT.

## **15. SEVERABILITY**

### **15.01 Severability**

Nothing contained in this Agreement may be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation required to be made applicable to this Agreement, the latter will prevail, but the affected provision of this Agreement will be curtailed and

limited only to the extent necessary to bring it within the requirement of the law. If any article, section, sentence or clause of this Agreement is held to be indefinite, invalid or otherwise unenforceable, the entire Agreement will not fail for this reason, and the balance of the Agreement will continue in full force and effect. If any court of competent jurisdiction deems any provision of this Agreement (other than for the payment of money) so unreasonable as to be unenforceable as a matter of law, the court may declare a reasonable modification of this Agreement and this Agreement will be valid and enforceable, and the parties agree to be bound by and perform this Agreement as so modified.

## **16. GOVERNING LAW; VENUE**

### **16.01 Governing Law**

This Agreement; all relations between the parties; and, any and all disputes between the parties, whether sounding in contract, tort, or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of New York, and if the franchised business is located outside of New York and the provision would be enforceable under the laws of the state in which the franchised business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Section intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, unfair or deceptive trade practice, fiduciary or any other doctrine of law of the State of New York or any other state, which would not otherwise apply by its terms jurisdictionally or otherwise but for the within designation of governing law or which, by virtue of its denominated geographic or subject matter scope, would not by its terms otherwise apply.

### **16.02 Venue**

Any litigation arising out of or related to this Agreement; any breach of this Agreement; the relations between the parties; and, any and all disputes between the parties, whether sounding in contract, tort, or otherwise, will be instituted exclusively in a court of competent jurisdiction in New York, New York. Licensee agrees that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated in New York, New York.

Notwithstanding the foregoing, however, with respect to any action for monies owed, injunctive or other extraordinary or equitable relief, or involving possession or disposition of, or other relief relating to, the Software or any part of the Software, Licensor may bring such an action in any state or federal district court which has jurisdiction. Licensee, on behalf of Licensee and Licensee's affiliates, and the owners, members, officers, directors or managers of each of the foregoing, hereby waive and covenant never to assert or claim that the venue designated for litigation by this Agreement is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including any claim under the judicial doctrine of "*forum non conveniens*"). The parties agree that this Section 16.02 shall not be construed as preventing either party from removing an action or proceeding from state to federal court.

## **17. COSTS OF ENFORCEMENT; ATTORNEYS' FEES**

### **17.01 Costs of Enforcement**

Licensor will be entitled to recover from Licensee reasonable attorneys' fees, experts' fees, court costs and all other expenses of litigation, if Licensor prevails in any action instituted against Licensee in order to secure or protect those rights inuring to Licensor under this Agreement, or to enforce the terms of this Agreement.

### **17.02 Attorneys' Fees**

If Licensor becomes a party to any litigation or other proceeding concerning this Agreement by reason of any act or omission of Licensee or Licensee's authorized representatives and not by any act

or omission of Licensor or any act or omission of Licensor's authorized representatives, or if Licensor becomes a party to any litigation or any insolvency proceedings pursuant to the bankruptcy code or any adversary proceeding in conjunction with an insolvency proceeding, Licensee will be liable to Licensor for reasonable attorneys' fees, experts' fees and court costs incurred by Licensor in the litigation or other proceeding regardless of whether the litigation or other proceeding or action proceeds to judgment. In addition, Licensor will be entitled to add all costs of collection, interest, attorneys' fees and experts' fees to its proof of claim in any insolvency proceedings filed by Licensee.

## **18. SUBMISSION OF AGREEMENT**

### **18.01 Submission of Agreement**

This Agreement will become effective only upon execution of this Agreement by both Licensor and Licensee. Licensor's date of execution will be considered the date of execution of this Agreement.

THIS AGREEMENT WILL NOT BE BINDING ON LICENSOR UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF LICENSOR. LICENSEE HEREBY ACCEPTS AND AGREES TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS THEREOF.

[Signature page follows.]

Dated: \_\_\_\_\_

LICENSEE:

If a corporation or other entity:

\_\_\_\_\_  
(Name of Corporation or Other Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If one or more individuals:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

LICENSOR:

IVAN RAMEN FRANCHISING LLC

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

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

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

[SIGNATURE PAGE – SOFTWARE LICENSE AGREEMENT]

**ILLINOIS ADDENDUM TO SOFTWARE LICENSE AGREEMENT**

The provisions of the Software License Agreement concerning governing law, jurisdiction and choice of law will not constitute a waiver of any right conferred upon Franchisee by the Illinois Franchise Disclosure Act. Consequently, Sections 16.01 ("Governing Law") and 16.02 ("Venue") of the Software License Agreement will be deleted for all Illinois franchisees.

Dated: \_\_\_\_\_

LICENSEE:

If an entity:

\_\_\_\_\_  
(Name of Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If an individual:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

IVAN RAMEN FRANCHISING LLC

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

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

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

**INDIANA ADDENDUM TO SOFTWARE LICENSE AGREEMENT**

Notwithstanding anything to the contrary set forth in the Software License Agreement, the following provisions will supersede and apply:

1. Article 8 of the Software License Agreement ("Injunction") will not apply to franchises offered and sold in the State of Indiana.
2. Section 16.01 of the Software License Agreement ("Governing Law") will not relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana, and the laws of the State of Indiana supersede such provision or New York law if such provision is in conflict with Indiana law.
3. The third sentence of Article 14 of the Software License Agreement ("Limitation of Liability") will not apply to franchises offered and sold in the State of Indiana.

Dated: \_\_\_\_\_

LICENSEE:

If an entity:

\_\_\_\_\_  
(Name of Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If an individual:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

IVAN RAMEN FRANCHISING LLC

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

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

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

**MARYLAND ADDENDUM TO SOFTWARE LICENSE AGREEMENT**

The following provisions will supersede anything to the contrary in the Software License Agreement and will apply to all franchises offered and sold under the laws of the State of Maryland:

Section 16.02 of the Software License Agreement (“Venue”) requires venue to be limited to New York. This section is amended to permit a franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

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. In addition, all area development fees and initial payments by area developers shall be deferred until the first franchise under the area development agreement opens. In addition, any applicable provisions of the Software License Agreement (if any) are also amended accordingly.

Dated: \_\_\_\_\_

LICENSEE:

If an entity:

\_\_\_\_\_  
(Name of Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If an individual:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

IVAN RAMEN FRANCHISING LLC

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

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

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

## WASHINGTON SOFTWARE LICENSE AGREEMENT ADDENDUM

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. 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.

[signature page follows]

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this: \_\_\_\_\_.

FRANCHISOR: IVAN RAMEN FRANCHISING LLC

FRANCHISEE: \_\_\_\_\_

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

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

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

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

[signature page to Washington Addendum to Software License Agreement]

**EXHIBIT E-1**  
**CONFIDENTIALITY/NON-COMPETITION AGREEMENT**

## CONFIDENTIALITY/NON-COMPETITION AGREEMENT

**NAME:** \_\_\_\_\_

**FRANCHISEE:** \_\_\_\_\_

**HOME ADDRESS:** \_\_\_\_\_

**HOME TELEPHONE:** \_\_\_\_\_

**RELATION TO FRANCHISEE:** \_\_\_\_\_

**(Owner, Shareholder, Officer, Director,  
Employee, Etc.)**

\_\_\_\_\_ ("Franchisee") is a franchisee of Ivan Ramen Franchising LLC ("Franchisor") pursuant to a Franchise Agreement entered into by Franchisee and Franchisor dated \_\_\_\_\_ (the "Franchise Agreement"), relating to one or more Ivan Ramen Restaurant businesses (each, a "Business"). I agree that, unless otherwise specified, all terms in this Agreement have those meanings ascribed to them in the Franchise Agreement.

I agree that during the term of my employment by, ownership participation in, association with or service to Franchisee, or at any time thereafter, I will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity any confidential information, knowledge or know-how concerning the systems of operation, services, products, clients or practices of Franchisee and/or Franchisor which may be communicated to me ("Confidential Information"), and I will not divert any business to competitors of Franchisee and/or Franchisor.

Any and all information, knowledge, know-how, techniques and information which the entities mentioned above or their officers designate as confidential will be Confidential Information for the purposes of this Agreement, except information which I can demonstrate came to my attention before disclosure or which had become or becomes a part of the public domain through publication or communication by others (unless the publication or communication is in violation of a similar confidentiality agreement), but in no event through any act of mine.

I specifically understand that, without limitation, the following constitute Confidential Information of Franchisor: all products, services, equipment, technologies and procedures relating to ; all systems of operation, services, programs, products, procedures, policies, standards, techniques, specifications and criteria which now comprise or in the future may comprise a part of the System; Franchisor's Confidential Operating Manual (as same may be amended from time to time); Supplements and/or amendments to the Manual; records pertaining to customers or billings; methods of advertising and promotion; customers; instructional materials; staff composition and organization systems; quality assurance programs; supervision systems; recommended services; recordkeeping systems and materials; bookkeeping systems and materials; business forms; product and service order forms; general operations materials; revenue reports; standards of interior and exterior design and decor; activity schedules; job descriptions; advertising, promotional and public relations materials/campaigns/guidelines/philosophy; specifications, systems, standards, techniques, philosophies and materials, guidelines, policies and procedures concerning the System; additions to, deletions from, and modifications and variations of the components constituting the System or the systems and methods of operations which are now, or may in the future, be employed by Franchisor, including all standards and specifications relating thereto and the means and manner of offering and selling same; and, all other components, specifications, standards, requirements and duties imposed by Franchisor or its Affiliates.

I will at no time copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or data

base, nor otherwise make them available to any unauthorized person. Upon the expiration or other termination for any reason of my employment, association, service or ownership participation, I agree to return to Franchisor or Franchisee, as the case may be, all Confidential Information or material containing it (in whole or in part) in my possession utilized during my employment, association, service or ownership participation.

I further agree that during the term of my employment/service/association/ownership participation, and under the circumstances set forth in the following paragraph, for a period of two years (unless prohibited by applicable law) immediately following its expiration or termination for any reason, I will not, directly or indirectly, engage or participate in any other business which engages in any of the activities which the Franchise Agreement contemplates will be engaged in by Franchisee; or, which offers or sells any other service, product or component which now or in the future is part of the System, or any confusingly similar product or service. I agree that I am prohibited from engaging in any competitive business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, or consultant.

Unless prohibited by applicable law, for a period of two years immediately following the expiration or termination of my employment/service/association/ownership participation, I am prohibited from engaging in any competitive business, if the other business is located within Franchisee's Territory, within ten miles of the boundaries of Franchisee's Territory, or within ten miles of (or within) any other Business Territory (whether Company-owned, franchised or otherwise established and operated).

It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation for competitive businesses, service as an independent contractor for competitive businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor. Nothing herein will prevent me from owning for investment purposes up to an aggregate of 5% of the capital stock of any competitive business, so long as the competitive business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, or through the National Association of Securities Dealers Automated Quotation System (NASDAQ), and so long as I or Franchisee do not control the company in question.

It is the intention of these provisions that any person or entity having any legal or beneficial interest in or traceable to, down or through me to be bound by the provisions of this covenant, including (without limitation) the following individuals if they have such an interest: my spouse, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, child, son-in-law or daughter-in-law; any direct or indirect beneficiary; any partner (general or limited) or proprietor of mine; and, any other such related person or entity, regardless of how many levels or tiers there may be between any such described person or entity and me. I further agree that upon the expiration or termination of my term of employment/service/association, I will immediately refrain from any and all contacts with customers, for any purpose whatsoever.

**I acknowledge that violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor and Franchisee for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Franchisor or Franchisee (or both) prohibiting any conduct by me in violation of the terms of those covenants not to compete and/or restrictions on the use of confidential information set forth in this agreement. I expressly agree that it may conclusively be presumed in any legal action that any violation of the terms of these covenants not to compete was accomplished by and through my unlawful utilization of Franchisor's Confidential Information. Further, I expressly agree that any claims I may have against Franchisor will not constitute a defense to Franchisor's enforcement of the covenants not to compete set forth in this Agreement. I further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Franchisor in connection with the enforcement of those covenants not to compete set forth in this Agreement.**

If all or any portion of this covenant not to use confidential information and not to compete is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Franchisee and/or Franchisor is a party, the court or agency will be empowered to revise and/or construe the covenant to fall within permissible legal limits, and should not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part of this Agreement.

I agree that this Agreement and all relations and disputes between myself on the one hand, and Franchisee or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of New York, and if the franchised Business is located outside of New York and the provision would be enforceable under the laws of the state in which the franchised Business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state, which would not otherwise apply.

I further agree that any litigation arising out of or related to this Agreement; any breach of this Agreement; and, all relations and any and all disputes between myself on the one hand, and Franchisee or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, will be instituted exclusively in a court of competent jurisdiction in New York, New York. I agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated in New York, New York.

I hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

Witnessed By:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Witness/Date

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**EXHIBIT E-2**  
**CONFIDENTIALITY AGREEMENT (NON-MANAGERIAL PERSONNEL)**

**CONFIDENTIALITY AGREEMENT**

**NAME:** \_\_\_\_\_

**FRANCHISEE:** \_\_\_\_\_

**HOME ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**HOME TELEPHONE:** \_\_\_\_\_

**RELATION TO FRANCHISEE:** \_\_\_\_\_

**(Employee, Independent Contractor, Etc.)**

\_\_\_\_\_ ("Franchisee") is a franchisee of Ivan Ramen Franchising LLC ("Franchisor") pursuant to a Franchise Agreement entered into by Franchisee and Franchisor dated \_\_\_\_\_ (the "Franchise Agreement"), relating to one or more Ivan Ramen Restaurant businesses (each, a "Business"). I agree that, unless otherwise specified, all terms in this Agreement have those meanings ascribed to them in the Franchise Agreement.

I agree that during the term of my employment by, ownership participation in, association with or service to Franchisee, or at any time thereafter, I will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity any confidential information, knowledge or know-how concerning the systems of operation, services, products, clients or practices of Franchisee and/or Franchisor which may be communicated to me ("Confidential Information").

Any and all information, knowledge, know-how, techniques and information which the entities mentioned above or their officers designate as confidential will be Confidential Information for the purposes of this Agreement, except information which I can demonstrate came to my attention before disclosure or which had become or becomes a part of the public domain through publication or communication by others (unless the publication or communication is in violation of a similar confidentiality agreement), but in no event through any act of mine.

I specifically understand that, without limitation, the following constitute Confidential Information of Franchisor: all products, services, equipment, technologies and procedures relating to ; all systems of operation, services, programs, products, procedures, policies, standards, techniques, specifications and criteria which now comprise or in the future may comprise a part of the System; Franchisor's Confidential Operating Manual (as same may be amended from time to time); Supplements and/or amendments to the Manual; records pertaining to customers or billings; methods of advertising and promotion; customers; instructional materials; staff composition and organization systems; quality assurance programs; supervision systems; recommended services; recordkeeping systems and materials; bookkeeping systems and materials; business forms; product and service order forms; general operations materials; revenue reports; standards of interior and exterior design and decor; activity schedules; job descriptions; advertising, promotional and public relations materials/campaigns/guidelines/philosophy; specifications, systems, standards, techniques, philosophies and materials, guidelines, policies and procedures concerning the System; additions to, deletions from, and modifications and variations of the components constituting the System or the systems and methods of operations which are now, or may in the future, be employed by Franchisor, including all standards and specifications relating thereto and the means and manner of offering and selling same; and, all other components, specifications, standards, requirements and duties imposed by Franchisor or its Affiliates.

I will at no time copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or data

base, nor otherwise make them available to any unauthorized person. Upon the expiration or other termination for any reason of my employment, association, service or ownership participation, I agree to return to Franchisor or Franchisee, as the case may be, all Confidential Information or material containing it (in whole or in part) in my possession utilized during my employment,

It is the intention of these provisions that any person or entity having any legal or beneficial interest in or traceable to, down or through me to be bound by the provisions of this covenant, including (without limitation) the following individuals if they have such an interest: my spouse, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, child, son-in-law or daughter-in-law; any direct or indirect beneficiary; any partner (general or limited) or proprietor of mine; and, any other such related person or entity, regardless of how many levels or tiers there may be between any such described person or entity and me.

**I acknowledge that violation of the covenants not to disclose Confidential Information contained in this Agreement would result in immediate and irreparable injury to Franchisor and Franchisee for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Franchisor or Franchisee (or both) prohibiting any conduct by me in violation of the terms of those covenants and/or restrictions on the use of Confidential Information set forth in this agreement. Further, I expressly agree that any claims I may have against Franchisor will not constitute a defense to Franchisor's enforcement of the covenants not to disclose Confidential Information set forth in this Agreement. I further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Franchisor in connection with the enforcement of those covenants not to disclose Confidential Information set forth in this Agreement.**

If all or any portion of this covenant not to use Confidential Information is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Franchisee and/or Franchisor is a party, the court or agency will be empowered to revise and/or construe the covenant to fall within permissible legal limits, and should not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part of this Agreement.

I agree that this Agreement and all relations and disputes between myself on the one hand, and Franchisee or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of New York, and if the franchised Business is located outside of New York and the provision would be enforceable under the laws of the state in which the franchised Business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state, which would not otherwise apply.

I further agree that any litigation arising out of or related to this Agreement; any breach of this Agreement; and, all relations and any and all disputes between myself on the one hand, and Franchisee or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, will be instituted exclusively in a court of competent jurisdiction in New York, New York. I agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated in New York, New York.

I hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

Witnessed By:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Witness/Date

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**EXHIBIT F**

**GUARANTEE OF  
IVAN RAMEN FRANCHISING LLC FRANCHISE AGREEMENT**

**GUARANTEE OF  
IVAN RAMEN FRANCHISING LLC FRANCHISE AGREEMENT**

In consideration of the execution by Franchisor of the Franchise Agreement (the "Franchise Agreement") dated \_\_\_\_\_, between Ivan Ramen Franchising LLC ("Franchisor") and \_\_\_\_\_ ("Franchisee") and for other good and valuable consideration, each of the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby absolutely and unconditionally guarantee the payment of all amounts and the performance of all of the covenants, terms, conditions, agreements and undertakings contained and set forth in said Franchise Agreement and in any other agreement(s) by and between Franchisee and Franchisor.

If more than one person has executed this Guarantee, the term "the undersigned", as used herein, shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

The undersigned, individually and jointly, hereby agree to be personally bound by each and every covenant, term, condition, agreement and undertaking contained and set forth in said Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor, and agree that this Guarantee shall be construed as though the undersigned and each of them executed agreement(s) containing the identical terms and conditions of the Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor.

The undersigned hereby agree, furthermore, that without the consent of or notice to any of the undersigned and without affecting any of the obligations of the undersigned hereunder: (a) any term, covenant or condition of the Franchise Agreement may be amended, compromised, released or otherwise altered by Franchisor and Franchisee, and the undersigned do guarantee and promise to perform all the obligations of Franchisee under the Agreement as so amended, compromised, released or altered; (b) any guarantor of or party to the Franchise Agreement may be released, substituted or added; (c) any right or remedy under the Agreement, this Guarantee or any other instrument or agreement between Franchisor and Franchisee may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; and, (d) Franchisor or any other person may deal in any manner with Franchisee, any of the undersigned, any party to the Franchise Agreement or any other person.

Should Franchisee be in breach or default under the Franchise Agreement or any other agreement(s) by and between Franchisee and Franchisor, Franchisor may proceed directly against any or each of the undersigned without first proceeding against Franchisee and without proceeding against or naming in such suit any other Franchisee, signatory to the Franchise Agreement or any others of the undersigned. The undersigned agree to bear any and all Franchisor's costs of collection hereunder, including all court costs and expenses, attorneys' fees, costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before courts or tribunals (including arbitration tribunals), and all other costs of collection.

Notice to or demand upon Franchisee or any of the undersigned shall be deemed notice to or demand upon Franchisee and all of the undersigned, and no notice or demand need be made to or upon any or all of the undersigned. The cessation of or release from liability of Franchisee or any of the undersigned shall not relieve any other Guarantors from liability hereunder, under the Franchise Agreement, or under any other agreement(s) between Franchisor and Franchisee, except to the extent that the breach or default has been remedied or moneys owed have been paid.

Any waiver, extension of time or other indulgence granted by Franchisor or its agents, successors or assigns, with respect to the Franchise Agreement or any other agreement(s) by and between Franchisee and Franchisor, shall in no way modify or amend this Guarantee, which shall be continuing, absolute, unconditional and irrevocable.

It is understood and agreed by the undersigned that the provisions, covenants and conditions of this Guarantee shall inure to the benefit of the Franchisor, its successors and assigns. This Guarantee may be assigned by Franchisor voluntarily or by operation of law without reducing or modifying the liability of the undersigned hereunder.

This Guarantee is to be exclusively construed in accordance with and/or governed by the law of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Guarantee would not be enforceable under the laws of New York, and if the business franchised under the Franchise Agreement is located outside of New York and the provision would be enforceable under the laws of the state in which the franchised business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Guarantee is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state, which would not otherwise apply.

Any litigation arising out of or related to this Guarantee will be instituted exclusively in a court of competent jurisdiction in New York, New York. The undersigned agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated in New York, New York. The undersigned hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

Should any one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

IN WITNESS WHEREOF, each of the undersigned has executed this Guarantee effective as of the date of the Franchise Agreement.

Attest:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

Attest:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

Attest:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

**EXHIBIT G**

**GENERAL RELEASE – SUCCESSOR TERM**

## GENERAL RELEASE

To all to whom these Presents shall come or may Concern, Know That \_\_\_\_\_ [a corporation organized under the laws of the State of \_\_\_\_\_][an individual domiciled in the State of \_\_\_\_\_] as RELEASOR, in consideration of the execution by IVAN RAMEN FRANCHISING LLC of a Successor Franchising Agreement granting a successor term of the franchise between RELEASOR and by IVAN RAMEN FRANCHISING LLC (the "Franchise Agreement"), and other good and valuable consideration, hereby releases and discharges by IVAN RAMEN FRANCHISING LLC as RELEASEE; RELEASEE'S corporate parents, subsidiaries or affiliates; and, the respective officers, directors, shareholders, agents, attorneys, contractors and employees of each of the foregoing (in their corporate and individual capacities), along with RELEASEE'S heirs, executors, administrators, successors and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE arising out of or related to the Franchise Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances; provided, however, that nothing contained in this release is intended to disclaim or require RELEASOR to waive reliance on any representation that RELEASEE made in the Franchise Disclosure Document that RELEASEE provided to RELEASOR; and provided further that all liabilities arising under Indiana Code Sec. 23-2-2.7 and/or the Maryland Franchise Registration and Disclosure Law and/or the Washington Franchise Investment Protection Act, RCW 19.100 are excluded from this release, and that all rights enjoyed by RELEASOR under said Franchise Agreement and any causes of action arising in his, her or its 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, Section 687.4 and 687.5 be satisfied. If RELEASOR is domiciled or has his or her principal place of business in the State of California, then RELEASOR hereby expressly waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may not be changed orally.

**IN WITNESS WHEREOF**, the RELEASOR (if an individual) has executed this RELEASE, and (if a business entity) has caused this RELEASE to be executed by a duly authorized officer and its corporate seal to be hereunto affixed on \_\_\_\_\_, \_\_\_\_\_.

RELEASOR

[SEAL]

By \_\_\_\_\_

*ACKNOWLEDGMENT FOR BUSINESS ENTITY RELEASOR*

STATE OF \_\_\_\_\_

ss.:

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_ before me \_\_\_\_\_,  
personally came \_\_\_\_\_, to me known, who, by me duly sworn, did depose and say that  
deponent resides at \_\_\_\_\_, that deponent is  
the \_\_\_\_\_ of \_\_\_\_\_, the business entity described in the foregoing RELEASE, and which  
executed said RELEASE, that deponent knows the seal of the company, that the seal affixed to the  
RELEASE is the corporate seal, that it was affixed by order of the board of directors or managers of the  
company; and that deponent signed deponent's name by like order.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

(NOTARIAL SEAL)

*ACKNOWLEDGMENT FOR INDIVIDUAL RELEASOR*

STATE OF \_\_\_\_\_

ss.:

COUNTY OF \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me \_\_\_\_\_, the undersigned  
(Name of Notary)  
officer, personally appeared \_\_\_\_\_, to me personally known, and known to me to be the  
same person whose name is signed to the foregoing RELEASE, and acknowledged the execution thereof for  
the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

(NOTARIAL SEAL)

**EXHIBIT H**

**GENERAL RELEASE - ASSIGNMENT**

## GENERAL RELEASE

To all to whom these Presents shall come or may Concern, Know That \_\_\_\_\_ [a corporation/limited liability company organized under the laws of the State of \_\_\_\_\_][an individual domiciled in the State of \_\_\_\_\_] as RELEASOR, in consideration of the consent of IVAN RAMEN FRANCHISING LLC to the Assignment of the Franchise Agreement between RELEASOR and IVAN RAMEN FRANCHISING LLC (the "Franchise Agreement") to \_\_\_\_\_, and other good and valuable consideration, hereby releases and discharges IVAN RAMEN FRANCHISING LLC as RELEASEE, RELEASEE'S corporate parents, subsidiaries or affiliates and the respective officers, directors, shareholders, agents, attorneys, contractors and employees of each of the foregoing entities (in their corporate and individual capacities), and RELEASEE'S heirs, executors, administrators, successors and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, including, without limitation, claims arising under federal, state and local laws, rules and ordinances; provided, however, that nothing contained in this release is intended to disclaim or require RELEASOR to waive reliance on any representation that RELEASEE made in the Franchise Disclosure Document that RELEASEE provided to RELEASOR; provided further that all liabilities arising under Indiana Code Sec. 23-2-2.7 and/or the Maryland Franchise Registration and Disclosure Law and/or the Washington Franchise Investment Protection Act, RCW 19.100 are excluded from this release, and that all rights enjoyed by RELEASOR under said Franchise Agreement and any causes of action arising in his, her or its 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, Section 687.4 and 687.5 be satisfied. If RELEASOR is domiciled or has his or her principal place of business in the State of California, then RELEASOR hereby expressly waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may not be changed orally.

**IN WITNESS WHEREOF**, the RELEASOR (if an individual) has executed this RELEASE, and (if a business entity) has caused this RELEASE to be executed by a duly authorized officer and its corporate seal to be hereunto affixed on \_\_\_\_\_, \_\_\_\_\_.

RELEASOR

[SEAL]

By \_\_\_\_\_

*ACKNOWLEDGMENT FOR CORPORATE RELEASOR*

STATE OF \_\_\_\_\_

ss.:

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_ before me \_\_\_\_\_,  
personally came \_\_\_\_\_, to me known, who, by me duly sworn, did depose and day that  
deponent resides at \_\_\_\_\_, that deponent is  
the \_\_\_\_\_ of \_\_\_\_\_, the company described in the foregoing RELEASE, and which  
executed said RELEASE, that deponent knows the seal of the company, that the seal affixed to the  
RELEASE is the corporate seal, that it was affixed by order of the board of directors or managers of the  
company; and that deponent signed deponent's name by like order.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

\_\_\_\_\_

My Commission expires: \_\_\_\_\_

(NOTARIAL SEAL)

*ACKNOWLEDGMENT FOR INDIVIDUAL RELEASOR*

STATE OF \_\_\_\_\_

ss.:

COUNTY OF \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me \_\_\_\_\_, the undersigned  
(Name of Notary)  
officer, personally appeared \_\_\_\_\_, to me personally known, and known to me to be the  
same person whose name is signed to the foregoing RELEASE, and acknowledged the execution thereof for  
the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

\_\_\_\_\_

My Commission expires: \_\_\_\_\_

(NOTARIAL SEAL)

**EXHIBIT I**  
**LISTING OF OWNERS OF FRANCHISEE AND OWNERSHIP INTERESTS**

**Effective Date:** This Exhibit I is current and complete as of \_\_\_\_\_, 20\_\_\_\_

1. **Form of Franchisee Owner.** (Please select either (a) or (b) below).

(a) **Individual Proprietorship.** List individual(s):

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

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

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

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

(b) **Corporation, Limited Liability Company, or Partnership.** (CIRCLE ONE) You were incorporated or formed on \_\_\_\_\_, under the laws of the State of \_\_\_\_\_. You have not conducted business under any name other than your corporate, limited liability company, or partnership name and \_\_\_\_\_.

2. **Owners, Directors/Officers.** The following list includes the full name and address of each person who is one of your owners, shareholders, members, partners, directors, officers or an owner of one of your owners, and fully describes the nature of each of their respective ownership interest (attach additional pages, if necessary).

Name: _____ Address: _____ _____ Type of Interest: _____ Number Units Owned: _____ Number Entitled to Vote: _____ % of Total Units of Franchisee: _____ Title (if officer or director): _____	Name: _____ Address: _____ _____ Type of Interest: _____ Number Units Owned: _____ Number Entitled to Vote: _____ % of Total Units of Franchisee: _____ Title (if officer or director): _____
Name: _____ Address: _____ _____ Type of Interest: _____ Number Units Owned: _____ Number Entitled to Vote: _____ % of Total Units of Franchisee: _____ Title (if officer or director): _____	Name: _____ Address: _____ _____ Type of Interest: _____ Number Units Owned: _____ Number Entitled to Vote: _____ % of Total Units of Franchisee: _____ Title (if officer or director): _____

3. **Name and Address of Person to Receive Notice for Franchisee.** (If different than what is stated in the Franchise Agreement)

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

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

E-mail Address: \_\_\_\_\_

4. **Identification of the Business Manager.** The shareholder, member, partner who is responsible for overseeing and supervising the operation of the Ivan Ramen Restaurant (the "Operations Manager") as of the Effective Date is \_\_\_\_\_ . You may not change the Operations Manager without our prior written approval.

5. **Update of Exhibit I.** You and your owners agree to update, sign and deliver to us from time to time a revised Exhibit I to reflect all future permitted changes in this information.

**FRANCHISEE:**

\_\_\_\_\_

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

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

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

RECEIPT ACKNOWLEDGED:

**FRANCHISOR:**

IVAN RAMEN FRANCHISING LLC

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

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

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

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

**EXHIBIT B TO FRANCHISE DISCLOSURE DOCUMENT**  
**AREA DEVELOPMENT AGREEMENT**

**IVAN RAMEN RESTAURANTS  
AREA DEVELOPMENT AGREEMENT**

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### STATE ADDENDA TO AREA DEVELOPMENT AGREEMENT

#### EXHIBITS:

- A DEVELOPMENT TERRITORY
- B FIRST UNIT FRANCHISE AGREEMENT YOU AND WE WILL SIGN
- C CONFIDENTIALITY/NON-COMPETITION AGREEMENT
- D GUARANTEE

**IVAN RAMEN RESTAURANTS**  
**AREA DEVELOPMENT AGREEMENT**

THIS AREA DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between IVAN RAMEN FRANCHISING, LLC, a New York limited liability company with its principal office at 42 Maple Street, Dobbs Ferry, NY 10522 ("we," "us," "our" or "Franchisor") and \_\_\_\_\_, whose principal address is \_\_\_\_\_ ("you", "your" or "Area Developer").

**1. INTRODUCTION**

**1.01 The Ivan Ramen Restaurant Businesses, System and Proprietary Marks**

We and/or our affiliates have, over a considerable time period and with considerable effort, developed a proprietary system which we may improve, further develop, or otherwise modify from time to time (the "System") for opening and operating businesses (each a "Business") that operate casual dining restaurants (each, a "Restaurant") specializing in the sale of ramen (Japanese style noodle) dishes / American Izakaya with a diverse selection of broths, noodles, proteins, sauces and garnishes as well as rice bowls, Japanese appetizers and other food and beverage products for on-premises (including a sit-down, eat-in noodle shop) and off-premises consumption (including delivery and take-out) and related programs, products and services. The System makes use of the mark "Ivan Ramen" and certain other trademarks, service marks, trade names, related emblems, designs, labels, trade dress, signs and symbols, copyrighted materials and other intellectual property (together, the "Proprietary Marks").

**1.02 The Area Franchise**

You wish to obtain the right to acquire and operate Ivan Ramen Restaurant franchises in those geographical territories (the "Development Territory") defined below and set forth in Exhibit A to this Agreement and pursuant to a development schedule (the "Development Schedule") defined and set forth in Section 6.01 of this Agreement. We wish to grant you the right to acquire and operate Ivan Ramen Restaurant franchises in the Development Territory and pursuant to the Development Schedule upon the terms and subject to the conditions set forth in this Agreement.

**2. GRANT OF AREA DEVELOPMENT RIGHTS**

**2.01 Area Development Rights**

We grant you, and you accept, the right to and obligation to acquire and operate franchised Ivan Ramen Restaurant Businesses in the Development Territory and pursuant to the Development Schedule upon the terms and subject to the provisions of this Agreement and the terms of each Unit Franchise Agreement (referred to individually as a "Franchise Agreement" and collectively as the "Franchise Agreements") entered into between you and us, and all agreements related to the Franchise Agreements.

**3. TERRITORY**

**3.01 Territorial Grant**

You undertake to own and operate the franchised Ivan Ramen Restaurant Businesses listed in Section 6.01 of this Agreement within the Development Territory set forth by map or written description in Exhibit A of this Agreement. The Development Territory embraces the Franchise Territories (as defined below). Each "Franchise Territory" is the restricted geographic area within which you agree to establish and operate an Ivan Ramen Restaurant Business pursuant to the Franchise Agreements which this Agreement contemplates will be entered into between you and us. The Franchise Territories, together constituting tot Development Territory, are set forth in Exhibit A to this Agreement.

Initials Franchisor \_\_\_\_\_ Area Developer \_\_\_\_\_

### **3.02 Our Restrictions**

Except as stated in the terms and conditions in Section 3.03 below ("Rights We Reserve"), within the Development Territory, we, our affiliates, subsidiaries and designees (together, the "Affiliates") will not operate a Company-owned business of the type contemplated by this Agreement and franchised under the Franchise Agreements, or enter into any other agreement granting rights to own, develop, or operate Ivan Ramen Restaurant Businesses, all so long as you are not in default under this Agreement and all other related agreements, and except as provided in Section 3.03 ("Rights We Reserve"). These restrictions will terminate immediately upon the expiration or termination of this Agreement for any reason.

You acknowledge that this Agreement confers no marketing exclusivity in the Development Territory on you, and that all Ivan Ramen Restaurant Businesses (whether Company-owned, Company joint-ventured, franchised or otherwise) may solicit, service, advertise and offer their products and services to any individual or entity, regardless of your or its geographic location, including your Development Territory.

### **3.03 Rights We Reserve**

We reserve the right, if you fail to achieve Gross Revenues of at least \$1,250,000 (\$1.25 million) per year with respect to each Restaurant you develop hereunder in any calendar year during the Term, to remove any territorial protections you have under this Agreement, upon notice to you.

You acknowledge that we and our Affiliates may have, and may later acquire or develop, rights and property that are not granted to you or may not be designated as part of the Ivan Ramen Restaurant System. You further acknowledge that this Agreement does not create any form of franchise or license with respect to those rights, all of which remain our property. We reserve those rights and all rights not expressly granted in this Agreement. These rights will not be qualified or diminished in any way by implication. For example, and without limitation, we or our Affiliates may own, operate or authorize others to own or operate Ivan Ramen Restaurant Businesses or any other form of Ivan Ramen Restaurant business subject only to the territorial restrictions provided in Section 3.02 and engage in or authorize others to conduct at any location any form of business including any type of product or service not offered under the Proprietary Marks. Without limiting the generality of this paragraph, we and our Affiliates reserve the following specific rights:

We and our Affiliates may sell within and outside your Territory through any methods of distribution other than a dedicated Ivan Ramen Restaurant, including, without limitation, sales through the World Wide Web and other forms of electronic commerce; "800" or similar toll-free telephone numbers; supermarkets, grocery stores and convenience stores; mail order; catalogs; television sales (including "infomercials"); food trucks; take-away premises; online networks; other permanent, temporary or seasonal food service facilities (together, "Alternative Distribution Channels").

## **4. TERM**

### **4.01 Term**

The term ("Term") of this Agreement will be for a period beginning on the date we sign this Agreement and extending until the earlier of either the actual or scheduled Date of Execution of the last Franchise Agreement executed pursuant to this Agreement and specified in Section 6.01 of this Agreement, unless sooner terminated in accordance with the provisions of this Agreement.

### **4.02 Notice of Expiration**

If applicable law requires us to give notice of expiration to you at a specified time before the expiration of the Term of this Agreement, and we have not done so, then the term of this Agreement

will be extended on a month-to-month basis until we have given you the required notice of expiration and the required period before the expiration of the Agreement becomes effective has expired.

## 5. AREA DEVELOPMENT FEE

### 5.01 Area Development Fee

In consideration of our execution of this Agreement, you agree to pay us an area development fee calculated by multiplying the aggregate number of franchised Businesses which you are required to establish and operate pursuant to Section 6.01 of this Agreement by the sum of USD \$35,000 (the "Area Development Fee"). The Area Development Fee is payable in full when you sign this Agreement and will be fully earned when paid. You recognize that we have incurred administrative and other expenses in relation to this Agreement, and that our development opportunities have been lost or curtailed as a result of the territorial rights granted to you in this Agreement. Therefore, we will not refund the Area Development Fee in whole or in part, under any circumstance.

## 6. DEVELOPMENT SCHEDULE

### 6.01 Development Schedule

For so long as this Agreement is in effect and you are not in default under the terms of this Agreement or any Franchise Agreement, you will have the right and obligation to execute Franchise Agreements for and commence operations of Ivan Ramen Restaurant Businesses pursuant to the development schedule below (the "Development Schedule"). The Development Schedule sets forth the date on which you must execute the Franchise Agreement for each Business (the "Date of Execution") and the date no later than which you must commence operations of each Business under each Franchise Agreement (the "Commencement of Operations Date").

Business Number	Date of Execution of Franchise Agreement	Commencement of Operations Date
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

You may not develop or commence operations of more than the number of Businesses set forth above without first obtaining our written consent.

An Ivan Ramen Restaurant Business will be considered "developed" if: (a) the Franchise Agreement for the Business has been signed by you and us, and (b) the Ivan Ramen Restaurant Business has commenced operations in accordance with the Franchise Agreement governing the Business.

## **6.02 Failure to Fulfill Development Obligations**

Except as provided in Section 17.01 below (“Unavoidable Delay or Failure to Perform [Force Majeure]”), if you fail to adhere to the Development Schedule in Section 6.01 by either: (1) failing to execute the Franchise Agreement for each franchised Business on or before the Date of Execution specified above, or (2) failing to commence operations of each franchised Business on or before the applicable Commencement of Operations Date specified above, then this will constitute a material breach of this Agreement, which, unless you cure it as provided in Section 15.03 of this Agreement, will result in this Agreement being terminated immediately.

Termination of this Agreement for this reason will not be a termination (constructive or otherwise) of any Unit Franchise Agreement(s) entered into by you and us under which you have already commenced the operation of the franchised Ivan Ramen Restaurant Businesses covered by the Unit Franchise Agreement(s) if you have fully performed and otherwise been in compliance with all of your obligations under the Unit Franchise Agreement(s) in question. The undeveloped balance of your Development Territory will revert to us, and we may operate or franchise Ivan Ramen Restaurant Businesses within the undeveloped balance of the Development Territory without in any way being in violation of this Agreement. This remedy of ours will be in addition to whatever other remedies we may have at law or in equity.

## **6.03 Time is of the Essence**

**Subject to the provision of Section 17.01 below (“Unavoidable Delay or Failure to Perform [Force Majeure]”), your timely performance of your obligations under Article 6 of this Agreement is of material importance and is of the essence to this Agreement.**

# **7. EXECUTION OF FRANCHISE AGREEMENTS**

## **7.01 Execution of Franchise Agreements**

You and we will execute a Franchise Agreement for each Business provided for in the Development Schedule. Each Franchise Agreement will be in the form of our then-current Franchise Agreement, modified as follows: (a) you need not pay any Initial Franchise Fee (as defined in the Franchise Agreement), and (b) the Continuing Royalty (as defined in the Franchise Agreement), System Brand Contribution (as defined in the Franchise Agreement), and any local advertising requirements imposed on you by the Franchise Agreement will not be greater than those set forth in the first Franchise Agreement that you will sign (a copy of which is attached to this Agreement as Exhibit B). Each Franchise Agreement will be executed according to the following procedure:

(1) Not less than sixty days before the scheduled Date of Execution of the Franchise Agreement for the franchise to be conveyed, we will deliver to you a copy of our then-current applicable Ivan Ramen Restaurant Franchise Disclosure Document, including our then-current applicable Ivan Ramen Restaurant Franchise Agreement, modified as provided above (collectively, the "Franchise Disclosure Document").

(2) Promptly upon receipt of the Franchise Disclosure Document, you must acknowledge receipt by executing the Receipt form prescribed in the Franchise Disclosure Document and promptly returning the Receipt to us.

(3) No sooner than ten business days but no later than twenty business days after you receive our Franchise Disclosure Document, you must, by written notice, notify us as to whether or not you elect to execute our then-current form of Franchise Agreement (modified as provided above) for the Business.

(4) Promptly upon our receipt of your notice that you elect to execute our then-current form of Franchise Agreement (modified as provided above), we will deliver to you three execution copies of the Franchise Agreement. Promptly upon receipt of these execution copies, you must execute the three copies and return them to us.

If you fail to perform any of the acts or fail to deliver any of the notices required pursuant to the provisions of subsections (1), (2), (3) or (4) above in a timely fashion, this will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately on notice to you, with no opportunity to cure.

## **8. OUR DUTIES**

### **8.01 Duties of Franchisor**

So long as you are not in default of this Agreement or the Franchise Agreements, we will grant you the right and obligation to acquire and operate Ivan Ramen Restaurant franchises in the Development Territory and pursuant to the Development Schedule, upon the terms and subject to the provisions of this Agreement and the terms of each Franchise Agreement entered into between you and us and of all documents related to this Agreement and the Franchise Agreement, and to use solely and in connection with these Franchise Agreements the Ivan Ramen Restaurant System as it may be changed, improved, modified or further developed from time to time, in the Development Territory as defined in this Agreement and upon the terms and subject to the provisions of this Agreement and the terms of all documents related to this Agreement and the Franchise Agreements.

Pursuant to the Franchise Agreements and under their terms, we will offer and perform the training, instruction, assistance and other activities for which the Franchise Agreements provide.

## **9. YOUR DUTIES**

### **9.01 Payments to Us**

In addition to all other payments under this Agreement, you agree to pay us (or our Affiliates) immediately upon demand:

1. All sales taxes, trademark license taxes and any other taxes, imposed on, required to be collected, or paid by us or our Affiliates (excluding any corporate income taxes imposed on us or our Affiliates) because we or our Affiliates have furnished services or products to you or collected any fee from you.
2. All amounts we advanced, or which we have paid, or for which we have become obligated to pay, on your behalf for any reason.
3. All amounts due to us (or our Affiliates) any other reason.

All payments due to us from you under this Agreement must be paid by check transmitted to our headquarters address, except that we reserve the right to require deposit of payments elsewhere and/or payment by wire transfer or other form of electronic funds transfer.

### **9.02 Compliance with Franchise Agreement and Laws, Rules and Regulations**

You agree to abide by and faithfully adhere to the terms of each Franchise Agreement signed pursuant to this Agreement.

You further agree, in regard to your area development business hereunder, to abide by and faithfully adhere to our confidential operating manuals (the "Brand Standards"). The Brand Standards may take the form of one or more of the following: one or more loose leaf or bound volumes; bulletins; notices; videos; CD-ROMS; computer software; other electronic media; online postings; e-mail and/or electronic communications; facsimiles; or, any other now or hereafter developed medium capable of conveying the Brand Standards' contents. The Brand Standards will, among other things, set forth our operating systems, procedures, policies, methods, standards, specifications and requirements for operating your franchised Business. You must at all times operate your area development business in strict compliance with the Brand Standards. We have the right to prescribe additions to, deletions from or revisions of the Brand Standards (the "Supplements to the Brand Standards"), all of which will be considered a part of the Brand Standards. All references to the Brand

Standards in this Agreement will include the Supplements to the Brand Standards. Supplements to the Brand Standards will become binding on you as if originally set forth in the Brand Standards, upon being delivered to you.

You further agree to develop and operate the franchised Ivan Ramen Restaurant Businesses in strict compliance with all applicable laws, rules and regulations of all governmental authorities; to comply with all applicable wage, hour and other laws and regulations of the federal, state and local governments; to prepare and file all necessary tax returns; to pay all taxes imposed upon you related to the Businesses; and, to obtain and keep in good standing all necessary licenses, permits and other required forms of governmental approval required of you.

### **9.03 Indemnification**

You hereby agree that you will, at your sole cost, at all times defend us, our Affiliates, and the corporate affiliates, subsidiaries, successors, assigns and designees of each, and the respective directors, officers, employees, agents, attorneys, shareholders, members, owners, proprietors, designees, contractors and representatives of each (we and all others referenced above, the "Indemnitees"), and indemnify and hold harmless us and the other Indemnitees to the fullest extent permitted by law, from all claims, loss, liability and costs (including court costs, attorneys' fees and experts' fees) incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether reduced to judgment) or any settlement which actually or allegedly, directly or indirectly arises out of, is based, upon, is a result of or is related to any of the following:

1. Claims of any type or nature advanced by or against you or any of your officers, directors, shareholders, partners, proprietors, management, agents, employees, affiliates representatives and contractors (or any third party acting on your behalf or at your direction) by a third party (or, as applicable, against a third party) or between or among themselves;
2. Your alleged or actual infringement or violation of any patent, mark or copyright or other proprietary right owned or controlled by third parties;
3. Your alleged or actual violation or breach of any contract, federal, state, local, foreign or other law, rule or regulation;
4. Libel, slander or any other form of defamation by you;
5. Your alleged or actual violation or breach of any warranty, representation, agreement or obligation set forth in this Agreement;
6. Any acts, errors, neglects or omissions by you and/or your officers, directors, shareholders, management, employees, agents, servants, contractors, partners, proprietors, affiliates or representatives (or any third party acting on your behalf or at your direction);
7. Any damage to the property of you, us, any of our Affiliates, or their, our or your officers, directors, management, agents, employees and contractors.

You agree to give us written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for indemnification by any Indemnitee within three days of your actual or constructive knowledge of it. At your expense and risk, we may elect to assume (but under no circumstance will we be obligated to undertake) the defense and/or settlement of the action, suit, proceeding, claim, demand, inquiry or investigation. However, we will seek your advice and counsel and keep you informed with regard to the defense or contemplated settlements. Our undertaking of defense and/or settlement will in no way diminish your obligation to indemnify us and the other Indemnitees and to hold us and them harmless.

We will have the right, at any time we consider appropriate, to offer, order, consent or agree to settlements or take any other remedial or corrective actions we consider expedient with respect to the action, suit, proceeding, claim, demand, inquiry or investigation if, in our sole judgment, there are reasonable grounds to do so. Under no circumstances will we or the other Indemnitees be required to seek recovery from third parties or otherwise mitigate their losses to maintain a claim against you. You agree that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable by us or the other Indemnitees from you. The indemnification obligations of this Section 9.03 will survive the expiration or sooner termination of this Agreement.

#### **9.04 Business Entity Franchisee Requirements**

If you are a Business Entity, you must comply with the following requirements (which will also apply to any Business Entity assignee of yours):

1. Furnish us with your articles of incorporation, bylaws, partnership, agreement, limited partnership agreement, limited liability company agreement and other governing documents; list of officers, directors, shareholders, partners (limited and general), proprietors or members (including type, number and percentage of interests held); the Confidentiality/Non-Competition Agreements required under Section ; and any other documents we may reasonably request, and any amendments to them.

2. Confine your activities to the operation of your franchised Business, and your governing documents must provide that your activities are confined exclusively to the operation of your franchised Business.

3. Maintain stop transfer instructions against the transfer on the records of any of your equity securities, and not issue or have outstanding any securities on the face of which the following printed legend does not legibly and conspicuously appear:

"The transfer of this security is subject to the terms and conditions of a Franchise Agreement with Ivan Ramen Franchising, LLC, dated \_\_\_\_\_. Reference is made to the provisions of this Franchise Agreement and to the governing documents of this issuer. This certificate is not transferable and is not subject to sale, assignment, pledge, mortgage, encumbrance, or transfer, by operation of law or otherwise, without the prior written consent of Ivan Ramen Franchising, LLC."

5. Maintain a current list of all owners of record and all beneficial owners of any class of your capital stock, general or limited partnership interests, membership interests or similar interests, and furnish this list to us on request.

6. Ensure that your organizational documents expressly restrict the assignment (as defined in Section 0) of any direct or indirect ownership interest in you, including your equity interests, and provide that such documents may not be modified without our prior written consent.

#### **9.05 Best Efforts; Cooperation with Us**

You agree to act in good faith and use your best efforts to comply with your obligations under this Agreement, and to cooperate with us in accomplishing the purposes of this Agreement.

#### **9.06 Your Participation in Operations**

A. You agree to devote your full time and efforts to the performance of your duties under this Agreement, and a failure to do so will constitute a material breach of this Agreement, which, unless cured as provided in Section 15.03 of this Agreement, will result in this Agreement being terminated in accordance therewith.

B. Upon the execution of this Agreement, you must designate, and must retain at all times during the Term, an individual to serve as your business to oversee the general development and operation

of your Restaurants (“Area Business Manager”). If you are an individual, you must perform all obligations of the Area Business Manager.

1. You may, at your option and subject to our written consent, designate a district manager to supervise the operation of all Restaurants developed and operated by you (and, if applicable, your affiliates) in a specific subset of your Development Territory (“District Manager”) pursuant to this Agreement; provided however, that you and your Area Business Manager will remain fully responsible for your District Manager’s performance. The District Manager, if appointed, must execute the “Confidentiality/Non-Competition Agreement” attached as Exhibit C to this Agreement.

2. Unless a District Manager is designated pursuant to Section 9.06(B)(1), your Area Business Manager must devote full time and best efforts to the supervision of the Restaurants operated by you and, if applicable, your affiliates, and, without our written consent, must not engage in any other business. The foregoing provision will not apply if a District Manager is designated, provided, the District Manager must devote his or her full time and best efforts to the supervision and operation of the Ivan Ramen Restaurants conducted by you and, if applicable, your affiliates.

3. You may also appoint several Restaurant-level managers (each, an “Operations Manager”) to oversee the day-to-day operations of each of the Restaurants developed and operated by you (and, if applicable, your affiliates) pursuant to this Agreement. Each Operations Manager must execute such confidentiality and/or non-competition agreement as required by the applicable Franchise Agreement.

4. The Area Business Manager, any District Manager and any Restaurant-level Operations Manager must meet our qualifications, as set forth in this Agreement, the Operations Manual / Brand Standards, or otherwise in writing and, without limitation, must be empowered with authority to act for and on your behalf.

#### **9.07 Terrorism**

You represent and warrant that neither you, nor any entity or individual having an ownership interest in you; nor any affiliate of either yours; nor any officer, director, employee, contractor or servant of any of the foregoing, has in the past, currently does or will in the future support terrorism; provide money or financial services to terrorists; is engaged in terrorism; is on the current United States government list of organizations that support terrorism; has been engaged in or been convicted of fraud, corruption, bribery, money laundering, narcotics trafficking or other crimes; and, that all of the foregoing individuals are eligible under applicable United States Immigration laws to travel to the United States for training or any other purpose.

### **10. CONFIDENTIAL INFORMATION**

#### **10.01 Restriction on Use of Confidential Information**

You agree that you will not, during the Term of this Agreement or thereafter, divulge to or use for the benefit of any other person(s), partnership, proprietorship, association, corporation or entity, any confidential information, knowledge or know-how concerning your or our systems of operation, programs, services, products, customers or practices and/or pertaining to the Ivan Ramen Restaurant System which may be communicated to you. Any and all information, knowledge, know-how, techniques and information which we, our Affiliates, or their respective officers, designate as confidential will be deemed confidential for the purposes of this Agreement, except information which you can demonstrate came to your attention before our disclosure or which, at or after the time of our disclosure to you, has become a part of the public domain through publication or communication by others.

## 11. COVENANTS NOT TO COMPETE

### 11.01 Covenants Not to Compete

You agree that during the Term of this Agreement, and for two years immediately following the expiration or termination of this Agreement for any reason within the geographical area described below, you will not directly or indirectly engage in any other business or activity which offer or sells any of the programs, products or services which now or hereafter are authorized for sale under the System (including any ramen-focused or Japanese noodles focused brand) or component thereof in any manner (whether the same recipes, the same look and feel as "Ivan Ramen", the same wholesale supplier or otherwise); which offers or sells similar or related programs, products or services; which engages in any of the activities which this Agreement contemplates that you will engage in; or, which offers or sells any other program, product, service or component which now or in the future is part of the System, or any confusingly similar program, product or service (a "Competitive Business").

During the Term of this Agreement, you are prohibited from directly or indirectly engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, member, officer, manager, employee, principal, agent, adviser, or consultant. In addition, you agree not to divert any business that should be handled by your franchised business to any other person or entity.

For two years immediately following the expiration or termination of this Agreement for any reason, you are prohibited from directly or indirectly engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, member, officer, manager, employee, principal, agent, adviser, or consultant, if the other business is located within your Development Territory, within ten miles of the perimeter of your Development Territory, or within ten miles of the perimeter of (or within) any Ivan Ramen Restaurant Business Territory (whether Company-owned, franchised or otherwise established and operated).

It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation for Competitive Businesses, service as an independent contractor for Competitive Businesses, or the provision of any assistance or transmission of information of any kind which would be of any material assistance to a competitor. Nothing in this Section will prevent you from owning for investment purposes no more than an aggregate of 5% of the capital stock of any Competitive Business you do not control and whose stock is listed on the New York Stock Exchange or the National Association of Securities Dealers Automated Quotation System. It is the intention of these provisions that any person or entity with any legal or beneficial interest in or traceable to or through you be bound by the provisions of this covenant.

You agree to obtain the execution of our Confidentiality/Non-Competition Agreement (Exhibit C to this Agreement) from the following persons and to cause them to refrain from the competitive activities described above: (a) before employment or any promotion, your Business Manager, District Manager(s), and Operations Manager(s), any personnel you employ who have received or will receive training from us, all your other managerial employees and any other persons to whom you grant access to Confidential Information; and (b) if you are a Business Entity, all your officers, directors, equity holders, members and those of any Business Entity directly or indirectly controlling you, at the same time as the execution of this Agreement (or at such later time as they assume such status). You must furnish us with copies of all signed Confidentiality/Non-Competition Agreements no later than 10 days following their execution.

You agree to prosecute to the fullest extent permitted by law breaches of any Confidentiality/Non-Competition Agreement executed pursuant to this Section 11.01 and you acknowledge our right, to be exercised in our sole business judgment, to ourselves enforce the terms of each executed Confidentiality/Non-Competition Agreement.

## **11.02 Enforcement of Covenants Not To Compete**

You acknowledge that violation of the covenants not to compete in this Agreement would result in immediate and irreparable injury to us for which no adequate remedy at law will be available. You therefore consent to the entry of an injunction prohibiting any conduct by you in violation of the terms of these covenants not to compete, without the necessity of our posting any bond or security. You agree that it may conclusively be presumed that any violation of the terms of the covenants not to compete was accomplished by and through your unlawful use of our Confidential Information, know-how, methods and procedures. You also agree that any claims you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants not to compete in this Agreement. You agree to pay all costs and expenses, including reasonable attorneys' and experts' fees, that we incur in connection with the enforcement of the covenants not to compete set forth in this Agreement.

The covenants not to compete set forth in this Agreement are fair and reasonable, and will not impose any undue hardship on you, since you have other considerable skills, experience and education which afford you the opportunity to derive income from other endeavors. You agree that such covenants not to compete: (a) are reasonable, including, but not limited to, their term, geographical area, and scope of activity to be restrained; (b) are designed to preclude competition which would be unfair to us; and (c) do not impose a greater restraint than is necessary to protect our goodwill and other legitimate business interests.

## **11.03 Lesser Included Covenants Enforceable At Law**

If all or any portion of the covenants not to compete set forth in this Article 11 are held unreasonable, void, vague or illegal by any court or agency with competent jurisdiction over the parties and subject matter, the court or agency will be empowered to revise and/or construe the covenants to fall within permissible legal limits, and should not by necessity invalidate the entire covenants. You agree to be bound by any lesser covenant subsumed within the terms of this Article 11 as if the resulting covenants were separately stated in and made a part of this Agreement.

## **12. ASSIGNMENT**

### **12.01 Assignment By Us**

We will have the right to assign this Agreement, and all of our rights and privileges under this Agreement, to any person, firm, corporation or other entity, provided that, if the assignment results in the performance by the assignee of our functions under this Agreement: the assignee must, at the time of the assignment, be financially responsible and economically capable of performing our obligations under this Agreement, and the assignee must expressly assume and agree to perform these obligations.

You acknowledge that we will have the right to sell our company, our assets, our Proprietary Marks and/or our System to a third party; sell privately or publicly some or all of our securities; and/or undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring, and that we and our Affiliates have the right to purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that network's, chain's or business's facilities, and to operate, franchise or license those businesses and/or facilities as Ivan Ramen Restaurant Businesses operating under the Proprietary Marks or any other marks following the purchase, merger, acquisition or affiliation, regardless of the location of these facilities, which may be within the Territory and near your Restaurants.

### **12.02 Assignment By You – General**

Your rights and obligations under this Agreement are personal because we have entered into this Agreement in reliance on and in consideration of your singular personal trust, confidentiality, skill and qualifications (or, if you are an entity, the personal trust, confidentiality, skill and qualifications of

your owners and employees). Therefore, except as provided below, neither your interest in this Agreement, your rights, privileges or obligations under this Agreement, the franchised Business, the Restaurant, nor any interest in the franchised Business, the Restaurant or a Business Entity Franchisee (including any capital stock, membership, partnership or proprietary interest of you or anyone who controls you), may be assigned, sold, transferred, shared, reconsidered, sublicensed or divided, voluntarily or involuntarily, directly or indirectly, in one or a series of related transactions, by operation of law or otherwise (each, an "assignment"), without first obtaining our written consent and, where applicable, complying with our right of first refusal, each as provided in this Article 12. Any assignment in violation of this Article 12 will be null, void and of no effect.

### **12.03 Assignment By You – To A Business Entity You Form**

We will not unreasonably withhold or delay our consent to your assignment to a Business Entity that you form solely for the convenience of entity ownership if all the following conditions are met:

1. The Business Entity is newly formed and each requirement in Sections 9.04 and 18.15 has been satisfied.
2. Each individual involved in the new entity has the same proportionate ownership interest in the new entity as he or she had in the franchised Business before the assignment.
3. You and the new entity sign an agreement with us under which you and the new entity are jointly and severally liable for all the obligations under this Agreement and bound by all the terms, conditions and covenants of this Agreement.
4. Each present and future equity holder in the new entity signs our Confidentiality/Non-Competition Agreement in the form of Exhibit C to this Agreement.

### **12.04 Assignment By You – Transfer Upon Death or Disability**

Upon your death or long-term disability (if you are an individual) or the death or disability of any "Key Equityholder" as defined below (if you are a Business Entity), that person's rights will pass to his or her estate, heirs, legatees, guardians or representatives, as appropriate (collectively, the "Estate"). "Key Equityholder" means a 25% shareholder, member, partner or proprietor of the Franchisee as of the Effective Date.

The Estate may continue the operation of the franchised Business if: (i) the Estate provides a competent and qualified individual acceptable to us to serve as Area Business Manager and operate your Ivan Ramen Restaurant Businesses on a full-time basis, and (ii) this individual assumes full-time operation of the Businesses as Area Business Manager within one month of the date the person dies or becomes disabled. If the Estate does not designate an Area Business Manager or the Estate's designated Area Business Manager does not assume the full-time operation of the franchised Business within one month, this will be a material breach of this Agreement which, unless cured by the Estate as provided in Section 15.03, will result in this Agreement being terminated immediately.

### **12.05 No Encumbrance**

You will have no right to pledge, encumber, hypothecate or otherwise give any third party a security interest in this Agreement, the Franchise Agreements or the Businesses in any manner without our prior written permission, which we may withhold for any reason.

## **13. PROPRIETARY MARKS**

### **13.01 Not a License of the Proprietary Marks**

You acknowledge and agree that nothing contained in this Agreement will be deemed to constitute a license to you to use or display any of the Proprietary Marks in any manner. You will acquire a limited, non-exclusive license to use the Proprietary Marks only pursuant to, and to the extent that these rights are granted by, Franchise Agreements executed by you and us pursuant to this Agreement.

### **13.02 Non-Use of Trade Name**

If you are a Business Entity, you may not use our Proprietary Marks or any confusingly similar words or symbols, in your entity name. In particular, you may not use the words "Ivan Ramen Restaurant," "Ivan Ramen," "Ivan Ramen Franchising" or any variant as part of your Business Entity name.

### **13.03 Injunction**

You explicitly affirm and recognize the unique value and secondary meaning attached to the Ivan Ramen Restaurant System and the Proprietary Marks. Accordingly, you agree that any non-compliance by you with the terms of this Agreement, or any unauthorized or improper use of the Ivan Ramen Restaurant System or the Proprietary Marks by you, will cause irreparable damage to us and other Ivan Ramen Restaurant franchisees. You therefore agree that if you engage in this non-compliance, or unauthorized and/or improper use of the Ivan Ramen Restaurant System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. you consent to the entry of these temporary and permanent injunctions.

## **14. RELATIONSHIP OF THE PARTIES**

### **14.01 Independent Contractor; No Third Party Beneficiaries**

You are and will be our independent contractor under this Agreement. Nothing in this Agreement may be construed to create a partnership, joint venture, agency, employment or fiduciary relationship of any kind. Neither you nor any of your employees whose compensation you pay may in any way, directly or indirectly, expressly or by implication, be construed to be our employee for any purpose. You will be solely responsible for your employees and all employment related decisions, including, without limitation, decisions concerning wages and benefits, hiring and discharging, training and supervision and work schedules of employees. You are not empowered to, and may not, make any express or implied agreements, warranties, guarantees or representations or incur any debt or other obligations in our name or for our account (or for those of any of our Affiliates). Except as expressly provided in this Agreement, we will have no control or access to your funds or their expenditure or in any other way exercise control over your franchised Business.

You agree to conspicuously identify yourself, your area development business, your franchised Businesses, your Restaurants, and any other facilities of your franchised Businesses in all dealings with third parties as an independent Ivan Ramen Restaurant franchised Business and to place notice of independent ownership on all forms, business cards, stationery, advertising, signs and other materials in the manner that we specify and require from time to time, in our Brand Standards or otherwise.

All of our obligations under this Agreement are to you alone and no other party is entitled to rely on, enforce or obtain relief for breach of any of our obligations hereunder, either directly or by subrogation.

## **14.02 Your Required Means of Identification**

You agree that you will do business and be identified as an Area Developer or area developer, but not an agent of, Ivan Ramen Franchising LLC.

## **15. DEFAULT AND TERMINATION**

### **15.01 Termination By Us – Automatic Termination Without Notice**

You will be in default of this Agreement, and all rights granted in this Agreement will immediately and automatically terminate and revert to us without notice to you, if: you or any of the Businesses is adjudicated as bankrupt or insolvent; all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor; a petition in bankruptcy is filed by or against you or any of the Businesses and is not immediately contested and/or dismissed within sixty days from filing; a bill in equity or other proceeding for the appointment of a receiver or other custodian of you, any of the Businesses or assets of either is filed and consented to by you; a receiver or other custodian (permanent or temporary) of all or part of your assets or property is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law are instituted by or against you or any of the Businesses; you are dissolved; execution is levied against you, any of the Businesses or your property; or, the real or personal property of or any of the Businesses is sold after levy thereon by any governmental body or agency, sheriff, marshal or constable.

### **15.02 Termination By Us Upon Notice – No Opportunity To Cure**

You will have materially breached this Agreement and we will have the right to terminate this Agreement and all rights granted under this Agreement, without giving you any opportunity to cure the breach, effective immediately upon your receipt of notice (which, whether sent by certified mail, registered mail, overnight courier or personal physical delivery, will be deemed to have been received by you upon delivery or first attempted delivery of the notice to you) upon the occurrence of any of the following events:

1. You omitted or misrepresented any material fact in the information that you furnished to us in connection with our decision to enter into this Agreement.
2. We and you agree in writing to terminate this Agreement.
3. You (or any principal of a corporate, partnership, proprietorship or other entity franchisee) are convicted of a felony, fraud, crime involving moral turpitude, or any other crime or offense which we reasonably believe is related to your duties under this Agreement and/or your operation of any of the Businesses, or is likely to have an adverse effect on the Ivan Ramen Restaurant System, the Proprietary Marks, the goodwill associated with the Proprietary Marks or our interest in the System or Proprietary Marks.
4. You (or any principal of a corporate, partnership, proprietorship or other entity franchisee) purport to transfer any rights or obligations under this Agreement, any interest in you or any of the Businesses to any third party in violation of the terms of this Agreement.
5. You do not comply with the covenant not to compete during the term of this Agreement; violate the restrictions pertaining to the use of Confidential Information contained in this Agreement; or, do not obtain the execution of the additional covenants required in Article 11 of this Agreement.
6. You make a willful misrepresentation or do not make a material disclosure required by any governmental authority regarding any matter involving or affecting the your obligations under this Agreement or the operations of the Businesses.

7. You use or duplicate any aspect of our System, services, programs or products in an unauthorized fashion.
8. You engage in any business or market any service or product under a name or mark which, in our opinion, is confusingly similar to our Proprietary Marks.
9. You engage in conduct which reflects materially and unfavorably upon the operation and reputation of the Businesses, us or the Ivan Ramen Restaurant System.

### **15.03 Termination by Us – Fifteen Days to Cure**

Except as specifically provided elsewhere in this Agreement, you will have 15 calendar days following our delivery of written notice to you to cure any default under this Agreement and provide us with evidence that you have done so. If you have not cured any default within that time, this Agreement will terminate immediately upon expiration of the 15 day period, unless we otherwise agree in writing. You will be in default of this Agreement for any failure to comply with any of your obligations under this Agreement.

### **15.04 Cross Default**

Any default or breach by you (or any of your affiliates) of any other agreement between us or our Affiliates and you (or any of your affiliates) will be considered a default under this Agreement, and any default or breach of this Agreement by you will be considered a default or breach under any and all other agreements between us (or any of our Affiliates) and you (or any of your affiliates). If the nature of the default under any other agreement would have permitted us to terminate this Agreement if the default had occurred under this Agreement, then we (or our Affiliate) will have the right to terminate all the other agreements between us (or any of our Affiliates) and you (or any of your affiliates) in the same manner provided for in this Agreement for termination of this Agreement. Your “affiliates” include any persons or entities controlling, controlled by, or under common control with you.

### **15.05 Notice Required By Law**

If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits our rights of termination under this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be considered modified to conform to the minimum notice, cure periods or restrictions upon termination required by the laws and regulations. We will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

## **16. OTHER OBLIGATIONS AND RIGHTS ON TERMINATION OR EXPIRATION**

### **16.01 Other Obligations and Rights on Termination or Expiration**

The termination of this Agreement upon breach of your development obligations, as set forth in Section 6.01 above, will not terminate any of the Unit Franchise Agreements executed by you before the effective date of termination of this Agreement and for which you have already commenced the franchised Ivan Ramen Restaurant Business(es) covered by the Unit Franchise Agreement(s), but after the effective date of the termination, you will have no right to develop or operate any additional Ivan Ramen Restaurant Business without first obtaining our express written consent, which we may withhold without cause.

Upon expiration or earlier termination of this Agreement for whatever reason, you agree to:

1. Immediately pay all sums due and owing to us or our Affiliates, plus interest, and all sums due and owing to any landlord, employees, taxing authorities, advertising agencies and all other third parties.

2. If we terminate because of your default, pay us all losses and expenses we incur as a result of the default or termination, including all damages, costs, and expenses, and reasonable attorneys' and experts' fees directly or indirectly related thereto, such as (without limitation) lost profits, lost opportunities, damage inuring to our Proprietary Marks and reputation, travel and personnel costs and the cost of securing a new Area Developer for the Development Territory. This obligation will give rise to and remain, until paid in full, a lien in our favor against any and all of assets, property, furnishings, equipment, signs, fixtures and inventory owned by you and any of the Businesses at the time of termination and against any of your money which we are holding or which is otherwise in our possession.
3. Immediately execute all agreements necessary to effectuate the termination in a prompt and timely manner.
4. Strictly comply with the post-termination/post-expiration covenants not to compete set forth in Article 11 of this Agreement.
5. Continue to abide by those restrictions pertaining to the use of our Confidential Information, trade secrets and know-how set forth in Article 10 of this Agreement.

#### **16.02 No Prejudice**

The expiration or termination of this Agreement will be without prejudice to our rights against you, and will not relieve you of any of your obligations to us at the time of expiration or termination, or terminate your obligations which by their nature survive the expiration or termination of this Agreement.

### **17. UNAVOIDABLE DELAY OR FAILURE TO PERFORM (FORCE MAJEURE)**

#### **17.01 Unavoidable Delay or Failure to Perform (Force Majeure)**

Any delay in our or your performance of any duties under this Agreement, or any non-performance of such duties, that is not your or our fault (as applicable) or within your or our reasonable control – including, but not limited to, fire; floods, natural disasters; Acts of God; war; civil commotion; any governmental act or regulation; any delays or defaults in deliveries by common carriers and/or postal services and/or overnight couriers; computer network outages; late deliveries or non-deliveries of goods or non-furnishing of services by third party vendors; strikes; and any other similar event beyond such party's control) will not constitute a breach or cause a default under this Agreement, provided, however, that we or you (as applicable) will take all steps reasonably possible to mitigate damages caused by such failure or delay.

Notwithstanding the foregoing, if any such failure or delay continues for more than 180 days, we will have the right at any time thereafter during the continuance of such failure or delay to terminate this Agreement upon 30 days advance written notice to you.

### **18. ADDITIONAL PROVISIONS**

#### **18.01 Waiver and Delay**

No waiver or delay in either party's enforcement of any breach of any term, covenant or condition of this Agreement will be construed as a waiver by that party of any preceding or succeeding breach, or any other term, covenant or condition of this Agreement. Without limiting any of the foregoing, the acceptance of any payment specified to be paid by you under this Agreement will not be, nor be construed to be, a waiver of any breach of any term, covenant or condition of this Agreement.

## **18.02 Notice of Our Alleged Breach**

You agree to give us immediate written notice of any alleged breach or violation of this Agreement after you have constructive or actual knowledge of, believe, determine or are of the opinion that there has been an alleged breach of this Agreement by us, including any acts of misfeasance or nonfeasance. If you do not give written notice to us of any alleged breach of this Agreement within one year from the date that you have knowledge of, believe, determine or are of the opinion that there has been an alleged breach by us, then our alleged breach will be considered to be condoned, approved and waived by you and will not be considered to be a breach of this Agreement by us, and you will be permanently barred from commencing any action against us for the alleged breach or violation.

## **18.03 Our Right To Cure Defaults**

In addition to all other remedies granted pursuant to this Agreement, if you default in the performance of any of your obligations, or breach any term or condition of this Agreement or any related agreement, then we may, at our election, immediately or at any time thereafter, without waiving any claim for breach under this Agreement and without notice to you, cure the default on your behalf. Our cost of curing the default and all related expenses will be due and payable by you on demand.

## **18.04 Our Withholding of Consent – Your Exclusive Remedy**

If you make any claim or assertion that we have unreasonably withheld or delayed any consent or approval to a proposed act by you under the terms of this Agreement, you agree that your sole remedy for the claim will be an action or proceeding to enforce the Agreement provisions, for specific performance or for declaratory judgment.

## **18.05 Integration of Agreement; No Oral Agreements or Representations**

Neither you nor we wish to enter into a business relationship with the other in which any terms or obligations are the subject of alleged oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations set forth herein. Accordingly, you and we agree that this Agreement, all Exhibits to this Agreement and all related agreements signed at the same time as this Agreement constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements. Notwithstanding the foregoing, nothing in the franchise agreement or any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document. The foregoing sentence includes this Agreement in its scope..

No change, modification, amendment or waiver of any of the provisions of this Agreement will be effective and binding upon either party unless it is in writing, specifically identified as an amendment to this Agreement or waiver of any of the provisions of this Agreement, and signed by the party against whom enforcement of such writing is sought.

## **18.06 Notices**

Any notice required or permitted to be given under this Agreement must be in writing; must be delivered to the other party either personally, by certified mail (return receipt requested, postage prepaid), or by documented overnight delivery with a reputable carrier; and, will be effective on the date that delivery is documented to have been first attempted. Any notice to us will be addressed to us at:

Ivan Ramen Franchising LLC  
42 Maple Street  
Dobbs Ferry, NY 10522  
Attention: Ivan Orkin

With a copy to:

Kaufmann Gildin & Robbins LLP  
675 Third Avenue, Suite 2200  
New York, New York 10017  
Attention: David B. Ramsey, Esq.

Any notice to you will be addressed to your address as set forth on the first page of this Agreement. Either party to this Agreement may, in writing, on 10 days' notice, inform the other of a new or changed address or addressee(s) to which notices under this Agreement should be sent. We may provide any notice under this Agreement (including, without limitation, any notice of termination) sufficiently in advance of any event to permit compliance with any notice requirements under state or other laws.

### **18.07 Execution, Construction and Interpretation; Further Acts**

A. This Agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Facsimile execution signatures will be considered as binding and conclusive as if original, provided, however, that any party so executing must use all commercially reasonable efforts to furnish to the other party(ies) the originally executed document(s) at the earliest opportunity.

B. The titles and subtitles of the various articles and sections of this Agreement are inserted for convenience and will not affect the meaning or construction of any of the terms, provisions, covenants and conditions of this Agreement. The language of this Agreement will in all cases be construed simply according to its fair and plain meaning and not strictly for or against us or you.

C. It is agreed that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning which renders it valid.

D. The parties agree to execute all other documents and perform all further acts necessary or desirable to carry out the purposes of this Agreement.

E. Each reference in this Agreement to a corporation or partnership will also refer to a limited liability company, general or limited partnership, and any other entity or similar organization. Each reference to the organizational documents, shareholders, directors, officers and stock of a corporation in this Agreement will also refer to the functional equivalents of the organizational documents, shareholders, directors, officers and voting and/or equity rights, as applicable, in the case of a limited liability company, general partnership, limited partnership or any other entity or similar organization (this specifically includes members and managers, general and limited partners, membership interests and general and limited partnership interests).

### **18.08 Business Judgment**

You and we recognize, and any mediator or judge is affirmatively advised, that certain provisions of this Agreement describe our right to take (or refrain from taking) certain actions in the exercise of our business judgment based on our assessment of the overall best interests of the Ivan Ramen Restaurant System. Where such discretion has been exercised, and is supported by our business judgment, neither a mediator nor a judge may substitute his or her judgment for the judgment we have so exercised. "Business judgment" is a defined term for the purposes of this Agreement and is not intended to incorporate principles related to the application of any business judgment rule in a corporate law context.

### **18.09 Exercise of Rights**

You understand and agree that whenever we have reserved a right in this Agreement, we have the uncontrolled and unfettered right to do what we have reserved.

### **18.10 Severability**

Nothing contained in this Agreement may be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation required to be made applicable to this Agreement, the latter will prevail, but the affected provision of this Agreement will be curtailed and limited only to the extent necessary to bring it within the requirement of the law. If any article, section, sentence or clause of this Agreement is held to be indefinite, invalid or otherwise unenforceable, the entire Agreement will not fail for this reason, and the balance of the Agreement will continue in full force and effect. If any court of competent jurisdiction deems any provision of this Agreement (other than for the payment of money) so unreasonable as to be unenforceable as a matter of law, the court may declare a reasonable modification of this Agreement and this Agreement will be valid and enforceable, and the parties agree to be bound by and perform this Agreement as so modified.

### **18.11 Attorneys' Fees and Costs of Enforcement**

The prevailing party will be entitled to recover from the other party reasonable attorneys' fees, experts' fees, court costs and all other expenses of litigation in any action instituted against the other party to secure or protect the prevailing party's rights under this Agreement, to enforce the terms of this Agreement, or in any action commenced or joined in by the other party against the prevailing party.

### **18.12 Governing Law**

This Agreement; all relations between us; and, any and all disputes between, on the one hand, you and/or any of your owners, officers, directors, managers, or affiliates, and on the other hand, us and/or any of our owners, officers, directors, managers, or affiliates, whether such dispute sounds in law, equity or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the state of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If we move our principal headquarters to another state, we reserve the right to designate that state's law as governing, again without recourse to that successor state's (or any other) choice of law or conflicts of law principles, upon written notice to you. If, however, any provision of this Agreement is not enforceable under the laws of New York (or a successor state we designate as provided above), and if your franchised Business(es) hereunder are located outside of New York (or such hereafter designated state) and the provision would be enforceable under the laws of the state in which the franchised Business(es) are located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. This Section 18.12 is not intended to invoke, and shall not be deemed to invoke, the application of any franchise, business opportunity, antitrust, unfair competition, fiduciary or any other doctrine of law of the State of New York, or any successor state we designate (as provided above), which would not otherwise apply by its terms jurisdictionally or otherwise but for the within designation of governing law or which, by virtue of its denominated geographic or subject matter scope, would not by its terms otherwise apply.

### **18.13 Venue**

Any action or proceeding brought by us or you (and/or any of our or your respective affiliates, and their respective owners, members, officers, directors or managers) against any such other party, whether sounding in law or equity, will be instituted, litigated through conclusion and, if necessary, appealed through final, irrevocable judgment exclusively in a state or federal district court of competent jurisdiction situated in the state, county and judicial district in which our principal place of business is then located. Any such action or proceeding shall be brought in federal court if federal court jurisdiction exists and, if it does not exist, then in state court. You (and your affiliates, and the owners, members, officers, directors or managers of each of the foregoing) hereby irrevocably submit themselves to the jurisdiction of any such court and waive all questions of personal jurisdiction for the purpose of carrying out this provision. You (and each of your affiliates, and the owners, members, officers, directors or managers of each of the foregoing) agrees that any dispute as to the

venue for litigation will be submitted to and resolved exclusively by such aforementioned court. Notwithstanding the foregoing, however, with respect to any action for monies owed, injunctive or other extraordinary or equitable relief, or involving possession or disposition of, or other relief relating to, your franchised Business(es) or area development business hereunder, we may bring such an action in any state or federal district court which has jurisdiction. You, on behalf of yourself and your affiliates, and the owners, members, officers, directors or managers of each of the foregoing, hereby waive and covenant never to assert or claim that the venue designated for litigation by this Agreement is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including any claim under the judicial doctrine of "forum non conveniens"). The parties agree that this Section **Error! Reference source not found.** shall not be construed as preventing either party from removing an action or proceeding from state to federal court.

#### **18.14 Punitive Damages**

In no event will we be liable to you for punitive damages in any action or proceeding arising out of or relating to this Agreement; any breach, termination, cancellation or non-renewal of this Agreement; or, in any other action or proceeding whatsoever between the parties to this Agreement and/or any of their affiliates. You hereby waive and covenant never to advance any such claim for punitive damages.

#### **18.15 Guarantee**

If you are a Business Entity, the following persons must sign our standard form Guarantee (Exhibit D) at the same time as the execution of this Agreement or at such later time as they assume such status: (a) if you are a corporation or limited liability company, all shareholders or members (as applicable) owning 5% or more of your issued and outstanding stock or membership interests, as applicable; (b) if you are a partnership, all general partners owning a 5% or greater interest in you; and, (c) if you are a limited partnership, the general partner and all shareholders owning a 5% or greater interest in the general partner.

If you are in breach or default under this Agreement, we may proceed directly against each such individual and/or entity (each, a guarantor) without first proceeding against you and without proceeding against or naming in the suit any other guarantors. Your obligations and those of each guarantor will be joint and several. Notice to or demand upon guarantor will be considered notice to or demand upon you and all guarantors, and no notice or demand need be made to or upon all guarantor. The cessation of or release from liability of you or any guarantor will not relieve any other guarantor from liability under this Agreement, except to the extent that the breach or default has been remedied or money owed has been paid.

#### **18.16 Survival**

Any provision of this Agreement which imposes an obligation following the termination or expiration of this Agreement will survive the termination or expiration and will continue to be binding upon the parties to this Agreement.

This Agreement will be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

#### **18.17 Your Additional Representations, Warranties and Acknowledgments**

You acknowledge, warrant and represent to us that:

1. You understand that we do not represent that you will have the ability to procure any required license, permit, certificate or other governmental authorization that may be necessary or required for you to operate your franchised Businesses or carry out the other activities contemplated by this Agreement.
2. You have received from us a copy of our Franchise Disclosure Document at least ten business days before the execution of this Agreement or at least ten business days

before the payment by you to us of any consideration in connection with the sale or proposed sale of the area franchise granted by this Agreement.

3. You affirm that all information set forth in all applications, financial statements and submissions to us are true, complete and accurate in all respects, and you expressly acknowledge that we are relying on the truthfulness, completeness and accuracy of this information.
4. You acknowledge that you have received a complete copy of this Agreement and all related attachments and agreements at least seven (7) calendar days prior to the date on which this Agreement was executed. You further acknowledge that you have received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures" at least fourteen (14) business days prior to the date on which this Agreement was executed.
5. If you are a business entity (including a corporation, limited liability company, general partnership or limited partnership), you are organized under the laws of the state of your principal place of business (or another state which you have identified to us) and your business entity is in good standing with and qualified to do business in each state and political/governmental subdivision having jurisdiction over your franchised area business hereunder.
6. If you are business entity, you have all requisite power and authority to execute, deliver, consummate and perform all of your obligations under this Agreement, and all necessary business entity proceedings have been duly taken to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly authorized, executed and delivered by you, includes your legal, valid and binding obligations, and will be binding and enforceable upon you and your successors and assigns in accordance with its terms when executed by both parties.

## **19. SUBMISSION OF AGREEMENT**

### **19.01 Submission of Agreement**

The submission of this Agreement to you merely as an exhibit to our Franchise Disclosure Document (and not to you individually) does not constitute an offer. This Agreement will become effective only upon the execution of this Agreement by both us and you. Our date of execution will be considered the date of execution of this Agreement.

THIS AGREEMENT WILL NOT BE BINDING ON US UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF OURS.

YOU ACCEPT AND AGREE TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS OF THE FOREGOING AGREEMENT.

[signature page follows]

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Witness/Date

AREA DEVELOPER:

If a Business Entity:

\_\_\_\_\_  
(Name of Entity)

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

Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If one or more individuals:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

This Agreement was executed by Area Developer in the state of \_\_\_\_\_.

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Witness/Date

FRANCHISOR:

IVAN RAMEN FRANCHISING, LLC

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

[signature page to Area Development Agreement]

**STATE ADDENDA TO  
IVAN RAMEN FRANCHISING LLC AREA DEVELOPMENT AGREEMENT**

## **CALIFORNIA ADDENDUM TO AREA DEVELOPMENT AGREEMENT**

Notwithstanding anything to the contrary set forth in the Area Development Agreement, the following provisions will supersede and apply to all area development agreements offered and sold in the State of California:

1. In Section 18.05 of the Area Development Agreement (“Integration of Agreement; No Oral Agreements or Representations”), the first paragraph is removed.
2. 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.
3. With respect to franchises sold in California, a franchisor is prohibited from modifying a franchise agreement, or requiring a general release, in exchange for any assistance related to a declared state or federal emergency.
4. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[signature page follows]

Signed:

AREA DEVELOPER:

FRANCHISOR:

If an entity, name of entity:

IVAN RAMEN FRANCHISING LLC

\_\_\_\_\_

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

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

If an individual:

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Date: \_\_\_\_\_

If an individual:

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Date: \_\_\_\_\_

[signature page – California Addendum to Area Development Agreement]

**HAWAII ADDENDUM TO AREA DEVELOPMENT AGREEMENT**

1. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee (or area developer) in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement 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.
2. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

Signed:

AREA DEVELOPER:

FRANCHISOR:

If an entity, name of entity:

IVAN RAMEN FRANCHISING LLC

\_\_\_\_\_

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

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

If an individual:

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Date: \_\_\_\_\_

## **ILLINOIS ADDENDUM TO AREA DEVELOPMENT AGREEMENT**

Illinois law governs the Area Development Agreement(s).

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.

Your rights upon Termination and Non-Renewal 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 (or area developer) in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement 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.

This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

The Franchisor will defer collection of initial franchise (and development) fees until the franchisor has satisfied its pre-opening obligations to franchisee and the franchisee has commenced business operations (in accordance with Section 200.508 of the applicable Rules). The Illinois Attorney General's Office imposed this deferral requirement due to the Franchisor's financial condition.

[Signature page follows.]

Dated: \_\_\_\_\_

AREA DEVELOPER:

If an entity:

\_\_\_\_\_  
(Name of Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If an individual:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

IVAN RAMEN FRANCHISING LLC

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

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

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

[signature page to Illinois Addendum to Area Development Agreement]

## **INDIANA ADDENDUM TO AREA DEVELOPMENT AGREEMENT**

Notwithstanding anything to the contrary set forth in the Area Development Agreement, the following provisions will supersede and apply:

1. The laws of the State of Indiana supersede any provisions of the Area Development Agreement or New York law if such provisions are in conflict with Indiana law. The Area Development Agreement will be governed by Indiana law, rather than New York law, as stated in Section 18.12 of the Area Development Agreement (“Governing Law”).
2. Venue for litigation will not be limited to New York, as specified in Section 18.13 of the Area Development Agreement (“Venue”).
3. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the area franchise without good cause or in bad faith, good cause being defined therein as a material breach of the area development agreement, will supersede the provisions of Article 15 of the Area Development Agreement (“Default and Termination”) in the State of Indiana to the extent they may be inconsistent with such prohibition.
4. No release language set forth in the Area Development Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.
5. Section 11.02 of the Area Development Agreement (“Enforcement of Covenants Not to Compete”) will not apply to area franchises offered and sold in the State of Indiana.
6. Section 18.04 of the Area Development Agreement (“Our Withholding of Consent – Your Exclusive Remedy”) will not apply to area franchises offered and sold in the State of Indiana.
7. Section 11.01 of the Area Development Agreement (“Covenants Not to Compete”) is revised to limit the geographical extent of the post-term covenant not to compete to Area Developer’s Development Territory for all area franchises sold in the State of Indiana.
8. Section 13.03 of the Area Development Agreement (“Injunction”) will not apply to area franchises offered and sold in the State of Indiana.
9. Section 18.14 (“Punitive Damages”) is deleted from the Area Development Agreement.
10. Notwithstanding the terms of Section 9.03 of the Area Development Agreement (“Indemnification”), Area Developer will not be required to indemnify Franchisor and the other Indemnitees for any liability caused by Area Developer’s proper reliance on or use of procedures or materials provided by Franchisor or caused by Franchisor’s negligence.
11. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee (or area developer) in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement 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.

12. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows.]

Dated: \_\_\_\_\_

AREA DEVELOPER:

If an entity:

\_\_\_\_\_  
(Name of Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If an individual:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

IVAN RAMEN FRANCHISING LLC

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

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

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

## MARYLAND ADDENDUM TO AREA DEVELOPMENT AGREEMENT

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document or Area Development Agreement and will apply to all area franchises offered and sold under the laws of the State of Maryland:

1. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Area Franchise.
2. Section 18.13 of the Area Development Agreement ("Venue") requires venue to be limited to New York. This provision is deleted from all Area Development Agreements for residents of the State of Maryland and/or area franchises to be operated in the State of Maryland.
3. Section 18.17 ("Your Additional Representations, Warranties and Acknowledgments") is deleted from all Area Development Agreements for residents of the State of Maryland and/or area franchises to be operated in the State of Maryland.
4. The Area Development Agreement is amended to the effect that, pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
5. The following language is added to the last sentence of Section 18.05 of the Area Development Agreement ("Integration of Agreement; No Oral Agreements or Representations"): "provided, however, that the previous language is not intended to, nor will it, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."
6. 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. In addition, all area development fees and initial payments by area developers shall be deferred until the first franchise under the area development agreement opens.
7. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee (or area developer) in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement 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.
8. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows.]

Dated: \_\_\_\_\_

AREA DEVELOPER:

If an entity:

\_\_\_\_\_  
(Name of Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If an individual:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

IVAN RAMEN FRANCHISING LLC

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

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

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

[signature page – Maryland Addendum to Area Development Agreement]

## MINNESOTA ADDENDUM TO AREA DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Area Development Agreement, the following provisions will supersede and apply:

1. The following language will appear at the end of Section 18.13 of the Area Development Agreement (“Venue”):

“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 agreement can abrogate or reduce any of Area Developer’s rights as provided for in Minnesota Statutes, Chapter 80C, or Area Developer’s rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.”

2. No release language set forth in the Area Development Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.

3. Minnesota law provides Area Developers with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that Area Developer be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the area development agreement.

4. Franchisor will protect Area Developer’s right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify Area Developer from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

5. The second sentence of Section 11.02 of the Area Development Agreement (“Enforcement of Covenants Not To Compete”) is amended to read as follows:

“Accordingly, you consent to the seeking of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete set forth in this Agreement.”

6. The third and fourth sentences of Section 13.03 of the Area Development Agreement (“Injunction”) is amended to read as follows:

“You therefore agree that if you engage in this non-compliance, or unauthorized and/or improper use of the System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the seeking of these temporary and permanent injunctions.”

7. Any claims arising under Minnesota Statutes, Chapter 80C must be brought within three years after the cause of action accrues.

8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee (or area developer) in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement 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. The Franchisor will defer collection of initial franchise fees (including initial development fees) until the franchisee (area developer) has opened for business.

This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows.]

Dated: \_\_\_\_\_

AREA DEVELOPER:

If an entity:

\_\_\_\_\_  
(Name of Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If an individual:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

IVAN RAMEN FRANCHISING LLC

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

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

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

[signature page – Minnesota Addendum to Area Development Agreement]

## **NEW YORK ADDENDUM TO AREA DEVELOPMENT AGREEMENT**

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or Area Development Agreement, the following provisions will supersede and apply to all area franchises offered and sold under the laws of the State of New York:

1. The second sentence of Section 11.02 of the Area Development Agreement ("Enforcement of Covenants Not To Compete") is amended to read as follows:

"Accordingly, you consent to the seeking of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete set forth in this Agreement."

2. The third and fourth sentences of Section 13.03 of the Area Development Agreement ("Injunction") is amended to read as follows:

"You therefore agree that if you engage in this non-compliance, or unauthorized and/or improper use of the System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the seeking of these temporary and permanent injunctions."

3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee (or area developer) in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement 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.
4. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows.]

Dated: \_\_\_\_\_

AREA DEVELOPER:

If an entity:

\_\_\_\_\_  
(Name of Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If an individual:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

IVAN RAMEN FRANCHISING LLC

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

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

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

[signature page to New York Addendum to Area Development Agreement]

## **NORTH DAKOTA ADDENDUM TO AREA DEVELOPMENT AGREEMENT**

Notwithstanding anything to the contrary set forth in the Area Development Agreement, the following provisions will supersede and apply:

1. The laws of the State of North Dakota supersede any provisions of the Area Development Agreement or New York law if such provisions are in conflict with North Dakota law. The Area Development Agreement will be governed by North Dakota law, rather than New York law, as stated in Section 18.12 of the Area Development Agreement (“Governing Law”).
2. Any provision in the Area Development Agreement which designates jurisdiction or venue or requires the Area Developer to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from Area Development Agreements issued in the State of North Dakota. The site of any arbitration will be agreeable to all parties.
3. No release language set forth in the Area Development Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.
4. Section 16.01 of the Area Development Agreement (“Other Obligations and Rights on Termination or Expiration”) may require franchisees to consent to termination or liquidated damages. This requirement is deleted from all Area Development Agreements used in the State of North Dakota.
5. Covenants restricting competition in the State of North Dakota, such as those found in Section 11.01 of the Area Development Agreement (“Covenants Not to Compete”), may be subject to Section 9-08-06 of the North Dakota Century Code. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.
6. Section 18.13 of the Area Development Agreement (“Venue”) requires that the franchisee consent to the jurisdiction of courts in New York. This requirement is deleted from all Area Development Agreements used in the State of North Dakota.
7. Section 18.14 of the Area Development Agreement (“Punitive Damages”) requires the franchisee to consent to a waiver of exemplary and punitive damages. This requirement is deleted from all Area Development Agreements used in the State of North Dakota.
8. Based on the financial statement of the franchisor and the duties and obligations of the franchisor to furnish goods and/or services to assist its franchisees in establishing and opening their franchised business, the State of North Dakota requires that the franchisor assure financial capability. Accordingly, collection of initial fees due to the franchisor under the Area Development Agreement will be deferred until all obligations owed to the franchisee under the Area Development Agreement or other documents have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the Area Development Agreement.
8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee (or area developer) in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchisee

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. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows.]

Dated: \_\_\_\_\_

AREA DEVELOPER:

If an entity:

\_\_\_\_\_  
(Name of Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If an individual:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

IVAN RAMEN FRANCHISING LLC

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

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

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

[signature page – North Dakota Addendum to Area Development Agreement]

## **RHODE ISLAND ADDENDUM TO AREA DEVELOPMENT AGREEMENT**

Notwithstanding anything to the contrary set forth in the Area Development Agreement, the following provisions will supersede and apply:

1. Any provision in the Area Development Agreement which designates the governing law as that of any state other than the State of Rhode Island is deleted from Area Development Agreements issued in the State of Rhode Island.
2. Section 19-28.1.-14 of the Rhode Island Franchise Investment Act, as amended by laws of 1993, 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."
3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee (or area developer) in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement 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.
4. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows.]

Dated: \_\_\_\_\_

AREA DEVELOPER:

If an entity:

\_\_\_\_\_  
(Name of Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If an individual:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

IVAN RAMEN FRANCHISING LLC

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

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

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

[signature page to Rhode Island Addendum to Area Development Agreement]

## **VIRGINIA ADDENDUM TO AREA DEVELOPMENT AGREEMENT**

Notwithstanding anything to the contrary set forth in the Area Development Agreement, the following provisions will supersede and apply:

1. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee (or area developer) in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement 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.
2. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows.]

Dated: \_\_\_\_\_

AREA DEVELOPER:

If an entity:

\_\_\_\_\_  
(Name of Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If an individual:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

IVAN RAMEN FRANCHISING, LLC

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

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

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

[signature page to Virginia Addendum to Area Development Agreement]

## WASHINGTON ADDENDUM TO AREA DEVELOPMENT AGREEMENT

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. In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Area Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location.
  
20. The following provisions in the Area Development Agreement do not apply to Washington franchisees:
  - a. In Section 18.05, the first paragraph; provided, that the following statement's applicability is retained: “[N]othing in this Section 18.05 is intended to disclaim the representations we made in the Franchise Disclosure Document that we provided to you.”
  
  - b. Section 18.08 (“Business Judgment”).

This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[signature page follows]

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this: \_\_\_\_\_.

FRANCHISOR: IVAN RAMEN FRANCHISING LLC

FRANCHISEE (AREA DEVELOPER): \_\_\_\_\_

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

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

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

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

[signature page to Washington Addendum to Area Development Agreement]

## **WISCONSIN ADDENDUM TO AREA DEVELOPMENT AGREEMENT**

Notwithstanding anything to the contrary set forth in the Area Development Agreement, the following provisions will supersede and apply:

1. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 will apply to and govern the provisions of the Area Development Agreement.
2. That Act's requirement, including the requirements that, in certain circumstances, an Area Developer receives ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, will supersede the requirements of Article 15 of the Area Development Agreement ("Default and Termination") to the extent they may be inconsistent with the Act's requirements.
3. 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.
4. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[Signature page follows.]

Dated: \_\_\_\_\_

AREA DEVELOPER:

If an entity:

\_\_\_\_\_  
(Name of Entity)

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

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

If an individual:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

IVAN RAMEN FRANCHISING LLC

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

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

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

[signature page to Wisconsin Addendum to Area Development Agreement]

**EXHIBIT A**  
**DEVELOPMENT TERRITORY**

## DEVELOPMENT TERRITORY

The Development Territory is constituted by the Franchise Territories set forth below and as defined in Section 3.01 of the Area Development Agreement, and consists of:

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If a map is attached, check here: \_\_\_\_\_.

*Initials:* Franchisor \_\_\_\_\_ Area Developer \_\_\_\_\_

**EXHIBIT B**

**FIRST UNIT FRANCHISE AGREEMENT YOU AND WE WILL SIGN**

**SEE EXHIBIT A TO THE FRANCHISE DISCLOSURE DOCUMENT FOR THE CURRENT FORM OF THE FIRST UNIT FRANCHISE AGREEMENT YOU AND WE WILL SIGN.**

## DEVELOPMENT TERRITORY

The Development Territory as defined in Section 1.02 of the Area Development Agreement consist of:

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*Initials:* Franchisor \_\_\_\_\_ Franchisee \_\_\_\_\_

**EXHIBIT C**

**CONFIDENTIALITY/NON-COMPETITION AGREEMENT**

## CONFIDENTIALITY/NON-COMPETITION AGREEMENT

**NAME:** \_\_\_\_\_

**AREA DEVELOPER:** \_\_\_\_\_

**HOME ADDRESS:** \_\_\_\_\_

**HOME TELEPHONE:** \_\_\_\_\_

**RELATION TO AREA DEVELOPER:** \_\_\_\_\_

**(Owner, Shareholder, Officer,  
Director, Employee, Etc.)**

\_\_\_\_\_ ("Area Developer") is an area developer of Ivan Ramen Franchising LLC ("Franchisor") pursuant to an Area Development Agreement entered into by Area Developer and Franchisor dated \_\_\_\_\_ (the "Area Development Agreement"). I agree that, unless otherwise specified, all terms in this Agreement have those meanings ascribed to them in the Area Development Agreement.

I agree that during the term of my employment by, ownership participation in, association with or service to Area Developer, or at any time thereafter, I will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity any confidential information, knowledge or know-how concerning the systems of operation, services, products, clients or practices of Area Developer and/or Franchisor which may be communicated to me ("Confidential Information"), and I will not divert any business to competitors of Area Developer and/or Franchisor.

Any and all information, knowledge, know-how, techniques and information which the entities mentioned above or their officers designate as confidential will be Confidential Information for the purposes of this Agreement, except information which I can demonstrate came to my attention before disclosure or which had become or becomes a part of the public domain through publication or communication by others (unless the publication or communication is in violation of a similar confidentiality agreement), but in no event through any act of mine.

I specifically understand that, without limitation, the following constitute Confidential Information of Franchisor: all products, services, equipment, technologies and procedures relating to the Ivan Ramen System; all systems of operation, services, programs, products, procedures, policies, standards, techniques, specifications and criteria which now comprise or in the future may comprise a part of the Ivan Ramen System; Franchisor's Confidential Operating Manual (as same may be amended from time to time); Supplements and/or amendments to the Manual; records pertaining to customers or billings; methods of advertising and promotion; customers; instructional materials; staff composition and organization systems; quality assurance programs; supervision systems; recommended services; recordkeeping systems and materials; bookkeeping systems and materials; business forms; product and service order forms; general operations materials; revenue reports; standards of interior and exterior design and decor; activity schedules; job descriptions; advertising, promotional and public relations materials/campaigns/guidelines/philosophy; specifications, systems, standards, techniques, philosophies and materials, guidelines, policies and procedures concerning the Ivan Ramen System; additions to, deletions from, and modifications and variations of the components constituting the Ivan Ramen System or the systems and methods of operations which are now, or may in the future, be employed by Franchisor, including all standards and specifications relating thereto and the means and manner of offering and selling same; and, all other components, specifications, standards, requirements and duties imposed by Franchisor or its Affiliates.

I will at no time copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or data base, nor otherwise make them available to any unauthorized person. Upon the expiration or other termination for any reason of my employment, association, service or ownership participation, I agree to return to Franchisor or Area Developer, as the case may be, all Confidential Information or material containing it (in whole or in part) in my possession utilized during my employment, association, service or ownership participation.

I further agree that during the term of my employment/service/association/ownership participation, and under the circumstances set forth in the following paragraph, for a period of two years immediately following its expiration or termination for any reason (unless prohibited by applicable law), I will not, directly or indirectly, engage or participate in any other business which engages in any of the activities which the Area Development Agreement contemplates will be engaged in by Area Developer under the Franchise Agreements; or, which offers or sells any other service, product or component which now or in the future is part of the Ivan Ramen System, or any confusingly similar product or service. I agree that I am prohibited from engaging in any competitive business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, or consultant.

Unless prohibited by applicable law, for a period of two years immediately following the expiration or termination of my employment/service/association/ownership participation, I am prohibited from engaging in any competitive business, if the other business is located within Area Developer's Development Territory, within ten miles of the boundaries of Area Developer's Development Territory, or within ten miles of (or within) any other Development Territory or Business Territory (whether Company-owned, franchised or otherwise established and operated).

It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation for competitive businesses, service as an independent contractor for competitive businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor. Nothing herein will prevent me from owning for investment purposes up to an aggregate of 5% of the capital stock of any competitive business, so long as the competitive business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, or through the National Association of Securities Dealers Automated Quotation System (NASDAQ), and so long as I or Area Developer do not control the company in question.

It is the intention of these provisions that any person or entity having any legal or beneficial interest in or traceable to, down or through me to be bound by the provisions of this covenant, including (without limitation) the following individuals if they have such an interest: my spouse, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, child, son-in-law or daughter-in-law; any direct or indirect beneficiary; any partner (general or limited) or proprietor of mine; and, any other such related person or entity, regardless of how many levels or tiers there may be between any such described person or entity and me. I further agree that upon the expiration or termination of my term of employment/service/association, I will immediately refrain from any and all contacts with customers, for any purpose whatsoever.

**I acknowledge that violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor and Area Developer for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Franchisor or Area Developer (or both) prohibiting any conduct by me in violation of the terms of those covenants not to compete and/or restrictions on the use of confidential information set forth in this agreement. I expressly agree that it may conclusively be presumed in any legal action that any violation of the terms of these covenants not to compete was accomplished by and through my unlawful utilization of Franchisor's Confidential Information. Further, I expressly agree that any claims I may have against Franchisor will not constitute a defense to Franchisor's enforcement of the covenants not to compete set forth in this Agreement. I further agree to**

**pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Franchisor in connection with the enforcement of those covenants not to compete set forth in this Agreement.**

If all or any portion of this covenant not to use confidential information and not to compete is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Area Developer and/or Franchisor is a party, the court or agency will be empowered to revise and/or construe the covenant to fall within permissible legal limits, and should not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part of this Agreement.

I agree that this Agreement and all relations and disputes between myself on the one hand, and Area Developer or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of New York, and if the franchised Business is located outside of New York and the provision would be enforceable under the laws of the state in which the franchised Business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state, which would not otherwise apply.

I further agree that any litigation arising out of or related to this Agreement; any breach of this Agreement; and, all relations and any and all disputes between myself on the one hand, and Area Developer or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, will be instituted exclusively in a court of competent jurisdiction in New York, New York. I agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated in New York, New York.

I hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

Witnessed By:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Witness/Date

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**EXHIBIT D**

**GUARANTEE OF  
IVAN RAMEN FRANCHISING LLC AREA DEVELOPMENT AGREEMENT**

**GUARANTEE OF  
IVAN RAMEN FRANCHISING LLC AREA DEVELOPMENT AGREEMENT**

In consideration of the execution by Franchisor of the Area Development Agreement (the "Area Development Agreement") dated \_\_\_\_\_, between Ivan Ramen Franchising LLC ("Franchisor") and \_\_\_\_\_ ("Area Developer") and for other good and valuable consideration, each of the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby absolutely and unconditionally guarantee the payment of all amounts and the performance of all of the covenants, terms, conditions, agreements and undertakings contained and set forth in said Area Development Agreement and in any other agreement(s) by and between Area Developer and Franchisor.

If more than one person has executed this Guarantee, the term "the undersigned", as used herein, shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

The undersigned, individually and jointly, hereby agree to be personally bound by each and every covenant, term, condition, agreement and undertaking contained and set forth in said Area Development Agreement and any other agreement(s) by and between Area Developer and Franchisor, and agree that this Guarantee shall be construed as though the undersigned and each of them executed agreement(s) containing the identical terms and conditions of the Area Development Agreement and any other agreement(s) by and between Area Developer and Franchisor.

The undersigned hereby agree, furthermore, that without the consent of or notice to any of the undersigned and without affecting any of the obligations of the undersigned hereunder: (a) any term, covenant or condition of the Area Development Agreement may be amended, compromised, released or otherwise altered by Franchisor and Area Developer, and the undersigned do guarantee and promise to perform all the obligations of Area Developer under the Agreement as so amended, compromised, released or altered; (b) any guarantor of or party to the Area Development Agreement may be released, substituted or added; (c) any right or remedy under the Agreement, this Guarantee or any other instrument or agreement between Franchisor and Area Developer may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; and, (d) Franchisor or any other person may deal in any manner with Area Developer, any of the undersigned, any party to the Area Development Agreement or any other person.

Should Area Developer be in breach or default under the Area Development Agreement or any other agreement(s) by and between Area Developer and Franchisor, Franchisor may proceed directly against any or each of the undersigned without first proceeding against Area Developer and without proceeding against or naming in such suit any other Area Developer, signatory to the Area Development Agreement or any others of the undersigned.

Notice to or demand upon Area Developer or any of the undersigned shall be deemed notice to or demand upon Area Developer and all of the undersigned, and no notice or demand need be made to or upon any or all of the undersigned. The cessation of or release from liability of Area Developer or any of the undersigned shall not relieve any other Guarantors from liability hereunder, under the Area Development Agreement, or under any other agreement(s) between Franchisor and Area Developer, except to the extent that the breach or default has been remedied or moneys owed have been paid.

Any waiver, extension of time or other indulgence granted by Franchisor or its agents, successors or assigns, with respect to the Area Development Agreement or any other agreement(s) by and between Area Developer and Franchisor, shall in no way modify or amend this Guarantee, which shall be continuing, absolute, unconditional and irrevocable.

It is understood and agreed by the undersigned that the provisions, covenants and conditions of this Guarantee shall inure to the benefit of the Franchisor, its successors and assigns. This Guarantee may be assigned by Franchisor voluntarily or by operation of law without reducing or modifying the liability of the undersigned hereunder.

This Guarantee is to be exclusively construed in accordance with and/or governed by the law of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Guarantee would not be enforceable under the laws of New York, and if the business franchised under the Area Development Agreement is located outside of New York and the provision would be enforceable under the laws of the state in which the franchised business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Guarantee is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state, which would not otherwise apply.

Any litigation arising out of or related to this Guarantee will be instituted exclusively in a court of competent jurisdiction in New York, New York. The undersigned agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated in New York, New York. The undersigned hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

Should any one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

IN WITNESS WHEREOF, each of the undersigned has executed this Guarantee effective as of the date of the Area Development Agreement.

Attest:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

Attest:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

Attest:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

**EXHIBIT C TO FRANCHISE DISCLOSURE DOCUMENT**

**FINANCIAL STATEMENTS**

**IVAN RAMEN FRANCHISING, LLC  
(A Limited Liability Company)**

**FINANCIAL STATEMENTS**

**FOR THE YEAR ENDED DECEMBER 31, 2025**

**IVAN RAMEN FRANCHISING, LLC**  
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Charles W. Blanchfield CPA (Retired)  
Bruce A. Meyer CPA (Retired)

## INDEPENDENT AUDITORS' REPORT

To the Members  
Ivan Ramen Franchising, LLC

### Opinion

We have audited the accompanying financial statements of Ivan Ramen Franchising, LLC (a limited liability Company), which comprise the balance sheet as of December 31, 2025, and the related statement of income, changes in members' equity and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Ivan Ramen Franchising, LLC as of December 31, 2025, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

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

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

### Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including

omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Sincerely,

*BMKR, LLP*

BMKR, LLP

Hauppauge, NY

March 20, 2026

**IVAN RAMEN FRANCHISING, LLC**  
**BALANCE SHEET**  
**DECEMBER 31, 2025**

**ASSETS**

**CURRENT ASSETS**

Cash and cash equivalents	\$ 28,446
Accounts receivable	15,980
<b>TOTAL CURRENT ASSETS</b>	<u>44,426</u>

**OTHER ASSETS**

Due from related parties	16,348
<b>TOTAL OTHER ASSETS</b>	<u>16,348</u>

<b>TOTAL ASSETS</b>	<u>\$ 60,774</u>
---------------------	------------------

**LIABILITIES AND MEMBERS' EQUITY**

**CURRENT LIABILITIES**

Accounts payable	\$ 424
Accrued expenses	18,574
<b>TOTAL CURRENT LIABILITIES</b>	<u>18,998</u>

**OTHER LIABILITIES**

Unearned revenue	15,000
<b>TOTAL OTHER LIABILITIES</b>	<u>15,000</u>

**COMMITMENTS AND CONTINGENCIES**

**MEMBERS' EQUITY**

Members' equity	26,776
<b>TOTAL MEMBERS' EQUITY</b>	<u>26,776</u>

<b>TOTAL LIABILITIES AND MEMBERS' EQUITY</b>	<u>\$ 60,774</u>
----------------------------------------------	------------------

See independent auditors report and notes to financial statements.

Page 3

**IVAN RAMEN FRANCHISING, LLC**  
**STATEMENT OF INCOME**  
**FOR THE YEAR ENDED DECEMBER 31, 2025**

<b>REVENUES</b>	
Franchise fees	<u>\$ 79,986</u>
<b>TOTAL REVENUE</b>	<u>79,986</u>
<b>COST OF GOODS SOLD</b>	
Purchases	323
Supplies	<u>4,041</u>
<b>TOTAL COST OF GOODS SOLD</b>	<u>4,364</u>
<b>GROSS PROFIT</b>	75,622
<b>COSTS AND OPERATING EXPENSES</b>	
General and administrative expenses	<u>49,886</u>
<b>TOTAL COSTS AND OPERATING EXPENSES</b>	<u>49,886</u>
<b>NET INCOME</b>	<u><u>\$ 25,736</u></u>

See independent auditors report and notes to financial statements.

Page 4

**IVAN RAMEN FRANCHISING, LLC**  
**STATEMENT OF CHANGES IN MEMBERS' EQUITY**  
**FOR THE YEAR ENDED DECEMBER 31, 2025**

	<b>Total Members' Equity</b>
<b>Balance at December 31, 2024</b>	\$ 1,040
Net income	<u>25,736</u>
<b>Balance at December 31, 2025</b>	<u>\$ 26,776</u>

See independent auditors report and notes to financial statements.

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**IVAN RAMEN FRANCHISING, LLC**  
**STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDED DECEMBER 31, 2025**

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Net income	\$ 25,736
Adjustments to reconcile net income to net cash provided by operating activities	
(Increase) decrease in:	
Accounts receivable	(15,980)
Increase (decrease) in:	
Accounts payable	424
Accrued expenses	6,574
Unearned revenue	<u>(5,000)</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>11,754</u>
 <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Due from related parties	<u>10,700</u>
<b>NET CASH PROVIDED BY INVESTING ACTIVITIES</b>	<u>10,700</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	22,454
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>5,992</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 28,446</u>
 <b>SUPPLEMENTAL DISCLOSURE</b>	
Interest	\$ -
Income taxes	\$ -

See independent auditors report and notes to financial statements.

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**IVAN RAMEN FRANCHISING, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2025**

**NOTE 1 – ORGANIZATION AND NATURE OF BUSINESS**

Ivan Ramen Franchising, LLC (the "Company") was formed on July 12, 2021, as a Delaware limited liability company to sell franchises pursuant to a non-exclusive license agreement executed in August 2021, between the Company and Ivan Ramen IP Holdings, LLC (the "Licensor"), an entity related to the Company by common ownership and control. Pursuant to the Company's standard franchise agreement, franchisees will operate a business under the "Ivan Ramen" name and system that will offer casual dining restaurants specializing in the sale of ramen dishes as American Izakaya style dining. The Company's members are not liable for the debts, obligations or other liabilities of the Company, whether arising in contract, tort or otherwise, solely by reason of being a member. Effective January 1, 2024, 100% of the ownership of the Company was transferred to Ivan Ramen Holdings Co., LLC.

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES**

**Basis of presentation**

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles in the United States.

**Cash and cash equivalents**

For purposes of the statement of cash flows, cash equivalents may include time deposits, certificates of deposit, and all highly liquid debt instruments with original maturities of three months or less.

**Use of estimates**

The preparation of a financial statements in conformity with generally accepted accounting principles in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the balance sheet. Actual results could differ from those estimates.

**Income taxes**

The Company is organized as a limited liability company and operated as a partnership. On January 1, 2024, 100% of the Company was transferred to a related party making it now a single member limited liability company. The Company is not subject to income tax; rather, any income or loss generated by the Company pass through to the parent company. The Company's tax returns are filed in the U.S. federal jurisdiction and various states. Furthermore, the Company had no unrecognized tax benefits for the year ended December 31, 2025. Tax returns for the year 2022 and after are open for examination by the Internal Revenue Service.

**Uncertain tax positions**

The Company recognizes and measures its unrecognized tax benefits in accordance with Financial Accounting Standards Board Accounting Standards Codification ("ASC") 740, *Income Taxes*. Under that guidance, management assesses the likelihood that tax positions will be sustained upon examination based on the facts, circumstances and information, including the technical merits of those positions, available at the end of each period. The measurement of unrecognized tax benefits is adjusted when new information is available or when an event occurs that requires a change. There were no uncertain tax positions at December 31, 2025.

**IVAN RAMEN FRANCHISING, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2025**

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Uncertain tax positions (continued)**

The Company's members will file income tax returns in the U.S. federal jurisdiction and in various state jurisdictions.

**Revenue and cost recognition**

The Company will recognize revenue in accordance with ASC Topic 606, *Revenue from Contracts with Customers*. The Company expects that it will derive substantially all its revenue from franchise agreements related to franchise revenue, advertising fund revenue, royalties and transfer fees. As of the date of the financial statements a franchise agreement has been signed for franchises in the United Kingdom and Las Vegas, Nevada. See footnote 5.

*Franchise fees and royalties*

Contract consideration from franchisees is expected to consist primarily of initial or renewal franchise fees, multi-unit agreement fees ("MUAs"), sales-based royalties, sales-based marketing fund fees and transfer fees payable by a franchisee for the transfer of their franchise unit to another franchisee. The Company expects to also enter into MUAs which grant a franchisee the right to develop two or more franchise territories. The Company intends to collect an up-front fee for the grant of such rights. The initial franchise fees and up-front multi-unit fees are nonrefundable and collectable when the underlying franchise agreement or MUA is signed by the franchisee. Sales-based royalties and marketing fund fees will be payable on a weekly basis. Renewal and transfer fees are due from franchisees when an existing franchisee renews the franchise agreement for an additional term or when a transfer to a third party occurs, respectively.

The Company's primary performance obligation under the franchise agreement mainly includes granting certain rights to access the Company's intellectual property and a variety of activities relating to opening a franchise unit, including initial training and other such activities commonly referred to collectively as "pre-opening activities." Pre-opening activities consistent with those under Accounting Standards Update ("ASU") No. 2021-02, *Franchisors—Revenue from Contracts with Customers (Subtopic 952-606)* ("ASU 2021-02"), are recognized as a single performance obligation. The Company expects that certain pre-opening activities provided to the franchisee will not be brand specific and will provide the franchisee with relevant general business information that is separate and distinct from the operation of a company-branded franchise unit. The portion of pre-opening activities that will be provided that is not brand specific is expected to be distinct as it will provide a benefit to the franchisee and is expected not to be highly interrelated or interdependent to the access of the Company's intellectual property, and therefore will be accounted for as a separate distinct performance obligation. All other pre-opening activities are expected to be highly interrelated and interdependent to the access of the Company's intellectual property and therefore will be accounted for as a single performance obligation, which is satisfied by granting certain rights to access the Company's intellectual property over the term of each franchise agreement.

**IVAN RAMEN FRANCHISING, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2025**

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Revenue and cost recognition (continued)**

*Franchise fees and royalties (continued)*

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company will first allocate the initial franchise fees and the fixed consideration, under the franchise agreement to the stand-alone selling price of the training services that are not brand specific and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities, other than those included under ASU 2021-02, which are not brand specific are recognized ratably as those services are rendered. Consideration allocated to pre-opening activities included under ASU 2021-02 is recognized when the related services have been rendered.

Initial and renewal franchise fees allocated to the right to access the Company's intellectual property will be recognized as revenue on a straight-line basis over the term of the respective franchise agreement. MUAs generally consist of an obligation to grant the right to open two or more territories. These development rights are not distinct from franchise agreements; therefore, up-front fees paid by franchisees for development rights will be deferred and apportioned to each franchise agreement signed by the franchisee. The pro-rata amount apportioned to each franchise agreement will be recognized as revenue in the same manner as the initial and renewal franchise fees. Initial and renewal franchise fees related to the MUAs will be recorded as contract liabilities at their contract transaction price.

Royalties will be earned based on a percentage of franchisee gross sales ("sales-based royalties). Franchise royalties represent sales-based royalties that are related entirely to the use of the Company's intellectual property and are recognized as franchisee sales occur and the royalty is deemed collectible.

*System brand fund*

The Company reserves the right to establish a marketing fund to collect and administer funds contributed for use in advertising and promotional programs for franchise units. Franchisees will be charged 1.5% of their monthly gross sales by the system brand fund in accordance with the Company's standard franchise agreement. As of March 20, 2026, the Company has not yet established a marketing fund. The Company has determined that it acts as a principal in the collection and administration of the marketing fund and therefore recognizes the revenues and expenses related to the marketing fund on a gross basis. The Company has determined that the right to access its intellectual property and administration of the marketing fund are highly interrelated and therefore are accounted for as a single performance obligation. As a result, revenues from the marketing fund represent the right to access the Company's intellectual property, which will be recognized as monthly franchisee sales occur. When marketing fund fees exceed the related marketing fund expenses in a reporting period, advertising costs will be accrued up to the amount of marketing fund revenues recognized.

**IVAN RAMEN FRANCHISING, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2025**

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Incremental costs of obtaining a contract**

The Company will capitalize direct and incremental costs, principally consisting of commissions, associated with the sale of franchises and will amortize them over the term of the franchise agreement.

**NOTE 3 – ACCOUNTS RECEIVABLE**

The Company's policy is to write-off doubtful accounts receivable in the year deemed uncollectable. As of December 31, 2025, there was no bad debt expense. All amounts in accounts receivable were collected as of the date of this report.

**NOTE 4 – RELATED PARTY TRANSACTIONS**

**License agreement**

In August 2021, the Company entered into a non-exclusive license agreement with the Licensor for the use of the registered name "Ivan Ramen" (the "license agreement"). Pursuant to the license agreement, the Company acquired the right to operate "Ivan Ramen" franchises, and the right to earn franchise fees, royalties and other fees from franchisees. The Licensor will not license the trademarks and/or confidential information to any third parties for the purpose of operating a competing franchise system. Under this agreement, the Licensee agrees to pay the Licensor an initial fee of \$1.00 and a continuing licensing fee equal to 10% of each of Licensee's prior fiscal year's gross revenues. However, the licensing fee shall be reduced to the extent necessary to avoid bringing the Licensee's net income below \$100,000 per fiscal year, and provide further, that Licensor and Licensee may agree to waive or otherwise modify the licensing fee at any time.

**Due to Related Party**

In 2025 the Company loaned funds to Ivan Ramen USA, LLC, a related party through common ownership. As of December 31, 2025, funds due from Ivan Ramen USA, LLC totaled \$125,848. There are no payment terms or interest on this loan.

The Company loaned funds to Ivan Ramen Holdings Co. LLC, a related party through common ownership. As of December 31, 2025, funds due from Ivan Ramen Holdings Co. Inc. totaled \$1,200. There are no payment terms or interest on this loan.

In 2025 the Company loaned funds to Ivan Ramen Consulting Group, LLC., a related party through common ownership. As of December 31, 2025, funds due from Ivan Ramen Consulting Group, LLC totaled \$9,300. There are no payment terms or interest on this loan.

In 2025 the Company borrowed funds from an owner. As of December 31, 2025, funds due from the owner totaled \$120,000. There are no payment terms or interest on this loan.

**IVAN RAMEN FRANCHISING, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2025**

**NOTE 4 – RELATED PARTY TRANSACTIONS (continued)**

**Ownership Transfer**

On January 1, 2024, 100% of the ownership of the Company was transferred to a related party, Ivan Ramen Holdings Co., LLC.

**NOTE 5 – COMMITMENTS**

**License Agreement**

In September of 2023, the Company entered into an exclusive license agreement with the Licensee (an unrelated entity) for the use of the registered name "Ivan Ramen" (the "license agreement") in the United Kingdom. Pursuant to the license agreement, the Company gave the Licensee the right to operate "Ivan Ramen" franchises, and the right to earn franchise fees, royalties and other fees from franchisees in the United Kingdom on behalf of the Company under the Master Franchise Agreement. The Licensor will not license the trademarks and/or confidential information to any third parties for the purpose of operating a competing franchise system. Under this agreement, the Licensee agrees to pay the Licensor an initial fee of one pound plus any value added tax and a continuing licensing fee equal to 5% of each of Licensee's prior fiscal year's proceeds less the onboarding fee.

**Franchise Agreement**

In March 2024, the Company entered into a franchise agreement with the Licensee (an unrelated entity) for the use of the registered name "Ivan Ramen" (the "license agreement") in a hotel in Las Vegas, Nevada. Pursuant to the franchise agreement, the licensee acquired the right to operate "Ivan Ramen" franchises, and the right to earn franchise fees, royalties and other fees from franchisees. The Licensee will not license the trademarks and/or confidential information to any third parties for the purpose of operating a competing franchise system. Under this agreement, the Licensee agrees to pay the Licensor an initial fee of \$25,000 and a continuing licensing fee equal to 5% of each of Licensee's prior months generated revenue.

**NOTE 6 - ALLOWANCE FOR CREDIT LOSSES**

The Company does have credit risk from related party notes receivable. The Company may loan related parties funds that result in credit risk. Historically the Company has not experienced significant credit losses. The Company does not expect credit losses in the future. As a result the Company has determined any reserve for credit losses is immaterial. At each balance sheet date the Company evaluates its credit risk. The Company writes off receivables when there is information that the debtor is facing significant financial difficulty and there is no possibility of recovery. If any recoveries are made from any previous write offs, they will be recognized in income. There were no write offs or credit losses during the year.

**NOTE 7 – CONCENTRATION OF CREDIT RISK**

The Company places its cash, which may at times be in excess of Federal Deposit Insurance Corporation insurance limits, with a major financial institution. Management believes that this policy will limit the Company's exposure to credit risk.

**IVAN RAMEN FRANCHISING, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2025**

**NOTE 8 – SUBSEQUENT EVENTS**

The Company has evaluated subsequent events through March 20, 2026, the date that the financial statements were available to be issued. There were no material subsequent events that require disclosure.

**IVAN RAMEN FRANCHISING, LLC**  
**(A Limited Liability Company)**

**FINANCIAL STATEMENTS**

**FOR THE YEAR ENDED DECEMBER 31, 2024**

**IVAN RAMEN FRANCHISING, LLC**  
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Charles W. Blanchfield CPA (Retired)  
Bruce A. Meyer CPA (Retired)

## INDEPENDENT AUDITORS' REPORT

To the Members  
Ivan Ramen Franchising, LLC

### Opinion

We have audited the accompanying financial statements of Ivan Ramen Franchising, LLC (a limited liability Company), which comprise the balance sheet as of December 31, 2024, and the related statement of income, changes in members' equity and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Ivan Ramen Franchising, LLC as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

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

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

### Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including

omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Sincerely,

*BMKR LLP*

BMKR, LLP

Hauppauge, NY

March 10, 2025

**IVAN RAMEN FRANCHISING, LLC**  
**BALANCE SHEET**  
**DECEMBER 31, 2024**

**ASSETS**

**CURRENT ASSETS**

Cash and cash equivalents	\$ 5,992
<b>TOTAL CURRENT ASSETS</b>	<u>5,992</u>

**OTHER ASSETS**

Due from related parties	27,048
<b>TOTAL OTHER ASSETS</b>	<u>27,048</u>

<b>TOTAL ASSETS</b>	<u><u>\$ 33,040</u></u>
---------------------	-------------------------

**LIABILITIES AND MEMBERS' EQUITY**

**CURRENT LIABILITIES**

Accrued expenses	\$ 12,000
<b>TOTAL CURRENT LIABILITIES</b>	<u>12,000</u>

**OTHER LIABILITIES**

Unearned revenue	20,000
<b>TOTAL OTHER LIABILITIES</b>	<u>20,000</u>

**COMMITMENTS AND CONTINGENCIES**

**MEMBERS' EQUITY**

Members' equity	1,040
<b>TOTAL MEMBERS' EQUITY</b>	<u>1,040</u>

<b>TOTAL LIABILITIES AND MEMBERS' EQUITY</b>	<u><u>\$ 33,040</u></u>
----------------------------------------------	-------------------------

See independent auditors report and notes to financial statements.

Page 3

**IVAN RAMEN FRANCHISING, LLC**  
**STATEMENT OF INCOME**  
**FOR THE YEAR ENDED DECEMBER 31, 2024**

<b>REVENUES</b>	
Franchise fees	\$ 5,000
	<u>5,000</u>
<b>TOTAL REVENUE</b>	<u>5,000</u>
<b>COSTS AND OPERATING EXPENSES</b>	
General and administrative expenses	81,856
	<u>81,856</u>
<b>TOTAL COSTS AND OPERATING EXPENSES</b>	<u>81,856</u>
<b>OPERATING LOSS</b>	(76,856)
<b>OTHER INCOME (EXPENSE)</b>	
Interest income	-
Interest expense	-
	<u>-</u>
<b>TOTAL OTHER INCOME (EXPENSE)</b>	<u>-</u>
<b>LOSS BEFORE INCOME TAXES</b>	(76,856)
Provision for taxes	-
	<u>-</u>
<b>NET LOSS</b>	<u>\$ (76,856)</u>

See independent auditors report and notes to financial statements.

Page 4

**IVAN RAMEN FRANCHISING, LLC**  
**STATEMENT OF CHANGES IN MEMBERS' EQUITY**  
**FOR THE YEAR ENDED DECEMBER 31, 2024**

	<b>Total Members' Equity</b>
<b>Balance at December 31, 2023</b>	\$ 84,666
Prior period adjustment	(6,770)
Net loss	<u>(76,856)</u>
<b>Balance at December 31, 2024</b>	<u><u>\$ 1,040</u></u>

See independent auditors report and notes to financial statements.

Page 5

**BMKR LLP**  
Certified Public Accountants

**IVAN RAMEN FRANCHISING, LLC**  
**STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDED DECEMBER 31, 2024**

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Net loss	\$ (76,856)
Adjustments to reconcile net income to net cash used in operating activities	
Increase (decrease) in:	
Accounts payable	(4,648)
Accrued expenses	(2,400)
Unearned revenue	<u>20,000</u>
<b>NET CASH (USED IN) OPERATING ACTIVITIES</b>	<u>(63,904)</u>
 <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Due from related parties	<u>(69,346)</u>
<b>NET CASH (USED IN) INVESTING ACTIVITIES</b>	<u>(69,346)</u>
 <b>NET DECREASE IN CASH AND CASH EQUIVALENTS</b>	 (133,250)
 <b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	 <u>139,242</u>
 <b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	 <u><u>\$ 5,992</u></u>
 <b>SUPPLEMENTAL DISCLOSURE</b>	
Interest	\$ -
Income taxes	\$ -

See independent auditors report and notes to financial statements.

Page 6

**IVAN RAMEN FRANCHISING, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2024**

**NOTE 1 – ORGANIZATION AND NATURE OF BUSINESS**

Ivan Ramen Franchising, LLC (the "Company") was formed on July 12, 2021, as a Delaware limited liability company to sell franchises pursuant to a non-exclusive license agreement executed in August 2021, between the Company and Ivan Ramen IP Holdings, LLC (the "Licensor"), an entity related to the Company by common ownership and control. Pursuant to the Company's standard franchise agreement, franchisees will operate a business under the "Ivan Ramen" name and system that will offer casual dining restaurants specializing in the sale of ramen dishes as American Izakaya style dining. The Company has not had significant operations through March 10, 2025, the date on which the financial statement was available to be issued, and has not executed any franchise agreements as of that date except as disclosed in Note 5 and 6. The Company's members are not liable for the debts, obligations or other liabilities of the Company, whether arising in contract, tort or otherwise, solely by reason of being a member. Effective January 1, 2024, 100% of the ownership of the Company was transferred to Ivan Ramen Holdings Co., LLC.

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES**

**Basis of presentation**

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles in the United States.

**Cash and cash equivalents**

For purposes of the statement of cash flows, cash equivalents may include time deposits, certificates of deposit, and all highly liquid debt instruments with original maturities of three months or less.

**Use of estimates**

The preparation of a financial statements in conformity with generally accepted accounting principles in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the balance sheet. Actual results could differ from those estimates.

**Income taxes**

The Company is organized as a limited liability company and operated as a partnership. On January 1, 2024, 100% of the Company was transferred to a related party making it now a single member limited liability company. The Company is not subject to income tax; rather, any income or loss generated by the Company pass through to the parent company. The Company's tax returns are filed in the U.S. federal jurisdiction and various states. Furthermore, the Company had no unrecognized tax benefits for the year ended December 31, 2024. Tax returns for the year 2021 and after are open for examination by the Internal Revenue Service.

**Uncertain tax positions**

The Company recognizes and measures its unrecognized tax benefits in accordance with Financial Accounting Standards Board Accounting Standards Codification ("ASC") 740, *Income Taxes*. Under that guidance, management assesses the likelihood that tax positions will be sustained upon examination based on the facts, circumstances and information, including the technical merits of those positions, available at the end of each period. The measurement of unrecognized tax benefits is adjusted when new information is available or when an event occurs that requires a change. There were no uncertain tax positions at December 31, 2024.

**IVAN RAMEN FRANCHISING, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2024**

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Uncertain tax positions (continued)**

The Company's members will file income tax returns in the U.S. federal jurisdiction and in various state jurisdictions.

**Revenue and cost recognition**

The Company will recognize revenue in accordance with ASC Topic 606, *Revenue from Contracts with Customers*. The Company expects that it will derive substantially all its revenue from franchise agreements related to franchise revenue, advertising fund revenue, royalties and transfer fees. As of the date of the financial statements a franchise agreement has been signed for franchises in the United Kingdom and Las Vegas, Nevada. See footnote 6.

*Franchise fees and royalties*

Contract consideration from franchisees is expected to consist primarily of initial or renewal franchise fees, multi-unit agreement fees ("MUAs"), sales-based royalties, sales-based marketing fund fees and transfer fees payable by a franchisee for the transfer of their franchise unit to another franchisee. The Company expects to also enter into MUAs which grant a franchisee the right to develop two or more franchise territories. The Company intends to collect an up-front fee for the grant of such rights. The initial franchise fees and up-front multi-unit fees are nonrefundable and collectable when the underlying franchise agreement or MUA is signed by the franchisee. Sales-based royalties and marketing fund fees will be payable on a weekly basis. Renewal and transfer fees are due from franchisees when an existing franchisee renews the franchise agreement for an additional term or when a transfer to a third party occurs, respectively.

The Company's primary performance obligation under the franchise agreement mainly includes granting certain rights to access the Company's intellectual property and a variety of activities relating to opening a franchise unit, including initial training and other such activities commonly referred to collectively as "pre-opening activities." Pre-opening activities consistent with those under Accounting Standards Update ("ASU") No. 2021-02, *Franchisors—Revenue from Contracts with Customers (Subtopic 952-606)* ("ASU 2021-02"), are recognized as a single performance obligation. The Company expects that certain pre-opening activities provided to the franchisee will not be brand specific and will provide the franchisee with relevant general business information that is separate and distinct from the operation of a company-branded franchise unit. The portion of pre-opening activities that will be provided that is not brand specific is expected to be distinct as it will provide a benefit to the franchisee and is expected not to be highly interrelated or interdependent to the access of the Company's intellectual property, and therefore will be accounted for as a separate distinct performance obligation. All other pre-opening activities are expected to be highly interrelated and interdependent to the access of the Company's intellectual property and therefore will be accounted for as a single performance obligation, which is satisfied by granting certain rights to access the Company's intellectual property over the term of each franchise agreement.

**IVAN RAMEN FRANCHISING, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2024**

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Revenue and cost recognition (continued)**

*Franchise fees and royalties (continued)*

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company will first allocate the initial franchise fees and the fixed consideration, under the franchise agreement to the stand- alone selling price of the training services that are not brand specific and the residual, if any, to the right to access the Company’s intellectual property. Consideration allocated to pre-opening activities, other than those included under ASU 2021-02, which are not brand specific are recognized ratably as those services are rendered. Consideration allocated to pre-opening activities included under ASU 2021-02 is recognized when the related services have been rendered.

Initial and renewal franchise fees allocated to the right to access the Company’s intellectual property will be recognized as revenue on a straight-line basis over the term of the respective franchise agreement. MUAs generally consist of an obligation to grant the right to open two or more territories. These development rights are not distinct from franchise agreements; therefore, up-front fees paid by franchisees for development rights will be deferred and apportioned to each franchise agreement signed by the franchisee. The pro-rata amount apportioned to each franchise agreement will be recognized as revenue in the same manner as the initial and renewal franchise fees. Initial and renewal franchise fees related to the MUAs will be recorded as contract liabilities at their contract transaction price.

Royalties will be earned based on a percentage of franchisee gross sales ("sales-based royalties). Franchise royalties represent sales-based royalties that are related entirely to the use of the Company’s intellectual property and are recognized as franchisee sales occur and the royalty is deemed collectible.

*System brand fund*

The Company reserves the right to establish a marketing fund to collect and administer funds contributed for use in advertising and promotional programs for franchise units. Franchisees will be charged 1.5% of their monthly gross sales by the system brand fund in accordance with the Company's standard franchise agreement. As of March 10, 2025, the Company has not yet established a marketing fund. The Company has determined that it acts as a principal in the collection and administration of the marketing fund and therefore recognizes the revenues and expenses related to the marketing fund on a gross basis. The Company has determined that the right to access its intellectual property and administration of the marketing fund are highly interrelated and therefore are accounted for as a single performance obligation. As a result, revenues from the marketing fund represent the right to access the Company’s intellectual property, which will be recognized as monthly franchisee sales occur. When marketing fund fees exceed the related marketing fund expenses in a reporting period, advertising costs will be accrued up to the amount of marketing fund revenues recognized.

**IVAN RAMEN FRANCHISING, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2024**

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Incremental costs of obtaining a contract**

The Company will capitalize direct and incremental costs, principally consisting of commissions, associated with the sale of franchises and will amortize them over the term of the franchise agreement.

**NOTE 3 – PRIOR PERIOD ADJUSTMENT**

The Company noted in 2024 that they incorrectly capitalized the organization costs. As such the \$6,770 was reclassified against retained earnings as a prior period adjustment.

**NOTE 4 – CONCENTRATION OF CREDIT RISK**

The Company places its cash, which may at times be in excess of Federal Deposit Insurance Corporation insurance limits, with a major financial institution. Management believes that this policy will limit the Company's exposure to credit risk.

**NOTE 5 – RELATED PARTY TRANSACTIONS**

**License agreement**

In August 2021, the Company entered into a non-exclusive license agreement with the Licensor for the use of the registered name "Ivan Ramen" (the "license agreement"). Pursuant to the license agreement, the Company acquired the right to operate "Ivan Ramen" franchises, and the right to earn franchise fees, royalties and other fees from franchisees. The Licensor will not license the trademarks and/or confidential information to any third parties for the purpose of operating a competing franchise system. Under this agreement, the Licensee agrees to pay the Licensor an initial fee of \$1.00 and a continuing licensing fee equal to 10% of each of Licensee's prior fiscal year's gross revenues. However, the licensing fee shall be reduced to the extent necessary to avoid bringing the Licensee's net income below \$100,000 per fiscal year, and provide further, that Licensor and Licensee may agree to waive or otherwise modify the licensing fee at any time.

**Due to Related Party**

In 2022 the Company borrowed funds from Ivan Ramen USA LLC, a related party through common ownership. In 2024 the Company paid back the funds borrowed and loaned Ivan Ramen USA, LLC funds. As of December 31, 2024, funds due from Ivan Ramen USA, LLC totaled \$25,848. There are no payment terms or interest on this loan.

In 2024 the Company loaned funds to Ivan Ramen Holdings Co. Inc., a related party through common ownership. As of December 31, 2024, funds due from Ivan Ramen Holdings Co. Inc. totaled \$1,200. There are no payment terms or interest on this loan.

**IVAN RAMEN FRANCHISING, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2024**

**NOTE 5 – RELATED PARTY TRANSACTIONS (continued)**

**Ownership Transfer**

On January 1, 2024, 100% of the ownership of the Company was transferred to a related party, Ivan Ramen Holdings Co., LLC.

**NOTE 6 – COMMITMENTS**

**License Agreement**

In September of 2023, the Company entered into an exclusive license agreement with the Licensee (an unrelated entity) for the use of the registered name "Ivan Ramen" (the "license agreement") in the United Kingdom. Pursuant to the license agreement, the Company gave the Licensee the right to operate "Ivan Ramen" franchises, and the right to earn franchise fees, royalties and other fees from franchisees in the United Kingdom on behalf of the Company under the Master Franchise Agreement. The Licensor will not license the trademarks and/or confidential information to any third parties for the purpose of operating a competing franchise system. Under this agreement, the Licensee agrees to pay the Licensor an initial fee of one pound plus any value added tax and a continuing licensing fee equal to 5% of each of Licensee's prior fiscal year's proceeds less the onboarding fee.

**Franchise Agreement**

In March 2024, the Company entered into a franchise agreement with the Licensee (an unrelated entity) for the use of the registered name "Ivan Ramen" (the "license agreement") in a hotel in Las Vegas, Nevada. Pursuant to the franchise agreement, the licensee acquired the right to operate "Ivan Ramen" franchises, and the right to earn franchise fees, royalties and other fees from franchisees. The Licensee will not license the trademarks and/or confidential information to any third parties for the purpose of operating a competing franchise system. Under this agreement, the Licensee agrees to pay the Licensor an initial fee of \$25,000 and a continuing licensing fee equal to 5% of each of Licensee's prior months generated revenue.

**NOTE 7 – SUBSEQUENT EVENTS**

The Company has evaluated subsequent events through March 10, 2025, the date that the financial statements were available to be issued. There were no material subsequent events that require disclosure except as disclosed below.

In February of 2025, subsequent to year end, one of the owners of the Company contributed \$120,000 to the Company.

**IVAN RAMEN FRANCHISING, LLC**  
**(A Limited Liability Company)**

**FINANCIAL STATEMENTS**

**FOR THE YEAR ENDED DECEMBER 31, 2023**

**BMKR LLP**  
Certified Public Accountants

**IVAN RAMEN FRANCHISING, LLC**  
**INDEX TO FINANCIAL STATEMENTS**

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Statement of Cash Flows	6
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**BMKR, LLP**  
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## INDEPENDENT AUDITORS' REPORT

To the Members  
Ivan Ramen Franchising, LLC

### Opinion

We have audited the accompanying financial statements of Ivan Ramen Franchising, LLC (a limited liability Company), which comprise the balance sheet as of December 31, 2023, and the related statement of income, changes in members' equity and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Ivan Ramen Franchising, LLC as of December 31, 2023, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

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

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

### Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including

omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Sincerely,

*BMKR LLP*

BMKR, LLP

Hauppauge, NY

March 28, 2024

**IVAN RAMEN FRANCHISING, LLC**  
**BALANCE SHEET**  
**DECEMBER 31, 2023**

**ASSETS**

**CURRENT ASSETS**

Cash and cash equivalents	\$ 139,242
<b>TOTAL CURRENT ASSETS</b>	<u>139,242</u>

**OTHER ASSETS**

Organization costs (net of amortization)	<u>6,770</u>
<b>TOTAL OTHER ASSETS</b>	<u>6,770</u>

<b>TOTAL ASSETS</b>	<u><u>\$ 146,012</u></u>
---------------------	--------------------------

**LIABILITIES AND MEMBERS' EQUITY**

**CURRENT LIABILITIES**

Accounts payable	\$ 4,648
Accrued expenses	14,400
Due to related parties	<u>42,298</u>
<b>TOTAL CURRENT LIABILITIES</b>	<u>61,346</u>

**COMMITMENTS AND CONTINGENCIES**

**MEMBERS' EQUITY**

Members' equity	<u>84,666</u>
<b>TOTAL MEMBERS' EQUITY</b>	<u>84,666</u>

<b>TOTAL LIABILITIES AND MEMBERS' EQUITY</b>	<u><u>\$ 146,012</u></u>
----------------------------------------------	--------------------------

See independent auditors report and notes to financial statements.

Page 3

**IVAN RAMEN FRANCHISING, LLC**  
**STATEMENT OF INCOME**  
**FOR THE YEAR ENDED DECEMBER 31, 2023**

<b>REVENUES</b>	
Franchise fees	\$ <u>          -</u>
<b>TOTAL REVENUE</b>	<u>          -</u>
<b>COSTS AND OPERATING EXPENSES</b>	
General and administrative expenses	<u>          81,337</u>
<b>TOTAL COSTS AND OPERATING EXPENSES</b>	<u>          81,337</u>
<b>OPERATING LOSS</b>	(81,337)
<b>OTHER INCOME (EXPENSE)</b>	
Interest income	-
Interest expense	<u>          -</u>
<b>TOTAL OTHER INCOME (EXPENSE)</b>	<u>          -</u>
<b>LOSS BEFORE INCOME TAXES</b>	(81,337)
Provision for taxes	<u>          -</u>
<b>NET LOSS</b>	<u><u>          \$ (81,337)</u></u>

See independent auditors report and notes to financial statements.

Page 4

**IVAN RAMEN FRANCHISING, LLC**  
**STATEMENT OF CHANGES IN MEMBERS' EQUITY**  
**FOR THE YEAR ENDED DECEMBER 31, 2023**

	<b>Total Members' Equity</b>
<b>Balance at December 31, 2022</b>	\$ 162,003
Net loss	(81,337)
Prior period adjustment	<u>4,000</u>
<b>Balance at December 31, 2023</b>	<u><u>\$ 84,666</u></u>

See independent auditors report and notes to financial statements.

Page 5

**IVAN RAMEN FRANCHISING, LLC**  
**STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDED DECEMBER 31, 2023**

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Net loss	\$ (81,337)
Adjustments to reconcile net income to net cash used in operating activities	
Increase (decrease) in:	
Accounts payable	4,648
Accrued expenses	<u>2,400</u>
<b>NET CASH (USED IN) OPERATING ACTIVITIES</b>	<u>(74,289)</u>
<b>NET CASH FROM INVESTING ACTIVITIES</b>	<u>-</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>	
Prior period adjustment	<u>4,000</u>
<b>NET CASH PROVIDED BY FINANCING ACTIVITIES</b>	<u>4,000</u>
<b>NET DECREASE IN CASH AND CASH EQUIVALENTS</b>	(70,289)
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>209,531</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u><u>\$ 139,242</u></u>
<b>SUPPLEMENTAL DISCLOSURE</b>	
Interest	\$ -
Income taxes	\$ -

**IVAN RAMEN FRANCHISING, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2023**

**NOTE 1 – ORGANIZATION AND NATURE OF BUSINESS**

Ivan Ramen Franchising, LLC (the "Company") was formed on July 12, 2021, as a Delaware limited liability company to sell franchises pursuant to a non-exclusive license agreement executed in August 2021, between the Company and Ivan Ramen IP Holdings, LLC (the "Licensor"), an entity related to the Company by common ownership and control. Pursuant to the Company's standard franchise agreement, franchisees will operate a business under the "Ivan Ramen" name and system that will offer casual dining restaurants specializing in the sale of ramen dishes as American Izakaya style dining. The Company has not had significant operations through March 28, 2024, the date on which the financial statement was available to be issued, and has not executed any franchise agreements as of that date except as disclosed in Note 5 and 6. The Company's members are not liable for the debts, obligations or other liabilities of the Company, whether arising in contract, tort or otherwise, solely by reason of being a member.

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES**

**Basis of presentation**

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles in the United States.

**Cash and cash equivalents**

For purposes of the statement of cash flows, cash equivalents may include time deposits, certificates of deposit, and all highly liquid debt instruments with original maturities of three months or less.

**Use of estimates**

The preparation of a balance sheet in conformity with generally accepted accounting principles in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the balance sheet. Actual results could differ from those estimates.

**Income taxes**

The Company is organized as a limited liability company and operates as a partnership. The partnership is not subject to income tax; rather, any income or loss generated by the Company is taxed directly to its partners. The Company's tax returns are filed in the U.S. federal jurisdiction and various states. Furthermore, the Company had no unrecognized tax benefits for the year ended December 31, 2023. Tax returns for the year 2021 and after are open for examination by the Internal Revenue Service.

**Uncertain tax positions**

The Company recognizes and measures its unrecognized tax benefits in accordance with Financial Accounting Standards Board Accounting Standards Codification ("ASC") 740, *Income Taxes*. Under that guidance, management assesses the likelihood that tax positions will be sustained upon examination based on the facts, circumstances and information, including the technical merits of those positions, available at the end of each period. The measurement of unrecognized tax benefits is adjusted when new information is available or when an event occurs that requires a change. There were no uncertain tax positions at December 31, 2023.

The Company's members will file income tax returns in the U.S. federal jurisdiction and in various state jurisdictions.

**IVAN RAMEN FRANCHISING, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2023**

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Revenue and cost recognition**

The Company will recognize revenue in accordance with ASC Topic 606, *Revenue from Contracts with Customers*. The Company expects that it will derive substantially all its revenue from franchise agreements related to franchise revenue, advertising fund revenue, royalties and transfer fees. As of the date of the financial statements a franchise agreement has been signed for franchises in the United Kingdom and Las Vegas, Nevada. See footnote 5 and 6.

*Franchise fees and royalties*

Contract consideration from franchisees is expected to consist primarily of initial or renewal franchise fees, multi-unit agreement fees ("MUAs"), sales-based royalties, sales-based marketing fund fees and transfer fees payable by a franchisee for the transfer of their franchise unit to another franchisee. The Company expects to also enter into MUAs which grant a franchisee the right to develop two or more franchise territories. The Company intends to collect an up-front fee for the grant of such rights. The initial franchise fees and up-front multi-unit fees are nonrefundable and collectable when the underlying franchise agreement or MUA is signed by the franchisee. Sales-based royalties and marketing fund fees will be payable on a weekly basis. Renewal and transfer fees are due from franchisees when an existing franchisee renews the franchise agreement for an additional term or when a transfer to a third party occurs, respectively.

The Company's primary performance obligation under the franchise agreement mainly includes granting certain rights to access the Company's intellectual property and a variety of activities relating to opening a franchise unit, including initial training and other such activities commonly referred to collectively as "pre-opening activities." Pre-opening activities consistent with those under Accounting Standards Update ("ASU") No. 2021-02, *Franchisors—Revenue from Contracts with Customers (Subtopic 952-606)* ("ASU 2021-02"), are recognized as a single performance obligation. The Company expects that certain pre-opening activities provided to the franchisee will not be brand specific and will provide the franchisee with relevant general business information that is separate and distinct from the operation of a company-branded franchise unit. The portion of pre-opening activities that will be provided that is not brand specific is expected to be distinct as it will provide a benefit to the franchisee and is expected not to be highly interrelated or interdependent to the access of the Company's intellectual property, and therefore will be accounted for as a separate distinct performance obligation. All other pre-opening activities are expected to be highly interrelated and interdependent to the access of the Company's intellectual property and therefore will be accounted for as a single performance obligation, which is satisfied by granting certain rights to access the Company's intellectual property over the term of each franchise agreement.

**IVAN RAMEN FRANCHISING, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2023**

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Revenue and cost recognition (continued)**

*Franchise fees and royalties (continued)*

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company will first allocate the initial franchise fees and the fixed consideration, under the franchise agreement to the stand-alone selling price of the training services that are not brand specific and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities, other than those included under ASU 2021-02, which are not brand specific are recognized ratably as those services are rendered. Consideration allocated to pre-opening activities included under ASU 2021-02 is recognized when the related services have been rendered.

Initial and renewal franchise fees allocated to the right to access the Company's intellectual property will be recognized as revenue on a straight-line basis over the term of the respective franchise agreement. MUAs generally consist of an obligation to grant the right to open two or more territories. These development rights are not distinct from franchise agreements; therefore, up-front fees paid by franchisees for development rights will be deferred and apportioned to each franchise agreement signed by the franchisee. The pro-rata amount apportioned to each franchise agreement will be recognized as revenue in the same manner as the initial and renewal franchise fees. Initial and renewal franchise fees related to the MUAs will be recorded as contract liabilities at their contract transaction price.

Royalties will be earned based on a percentage of franchisee gross sales ("sales-based royalties). Franchise royalties represent sales-based royalties that are related entirely to the use of the Company's intellectual property and are recognized as franchisee sales occur and the royalty is deemed collectible.

*System brand fund*

The Company reserves the right to establish a marketing fund to collect and administer funds contributed for use in advertising and promotional programs for franchise units. Franchisees will be charged 1.5% of their monthly gross sales by the system brand fund in accordance with the Company's standard franchise agreement. As of March 28, 2024, the Company has not yet established a marketing fund. The Company has determined that it acts as a principal in the collection and administration of the marketing fund and therefore recognizes the revenues and expenses related to the marketing fund on a gross basis. The Company has determined that the right to access its intellectual property and administration of the marketing fund are highly interrelated and therefore are accounted for as a single performance obligation. As a result, revenues from the marketing fund represent the right to access the Company's intellectual property, which will be recognized as monthly franchisee sales occur. When marketing fund fees exceed the related marketing fund expenses in a reporting period, advertising costs will be accrued up to the amount of marketing fund revenues recognized.

**IVAN RAMEN FRANCHISING, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2023**

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Incremental costs of obtaining a contract**

The Company will capitalize direct and incremental costs, principally consisting of commissions, associated with the sale of franchises and will amortize them over the term of the franchise agreement.

**Organization costs**

The Company will capitalize organization costs and will amortize them over the estimated useful life of 15 years.

**Prior Period Adjustment**

The Company has a prior period adjustment due to changes in the accounting fees of \$4,000 as of December 31, 2023.

**NOTE 3 – CONCENTRATION OF CREDIT RISK**

The Company places its cash, which may at times be in excess of Federal Deposit Insurance Corporation insurance limits, with a major financial institution. Management believes that this policy will limit the Company's exposure to credit risk.

**NOTE 4 – RELATED PARTY TRANSACTIONS**

**License agreement**

In August 2021, the Company entered into a non-exclusive license agreement with the Licensor for the use of the registered name "Ivan Ramen" (the "license agreement"). Pursuant to the license agreement, the Company acquired the right to operate "Ivan Ramen" franchises, and the right to earn franchise fees, royalties and other fees from franchisees. The Licensor will not license the trademarks and/or confidential information to any third parties for the purpose of operating a competing franchise system. Under this agreement, the Licensee agrees to pay the Licensor an initial fee of \$1.00 and a continuing licensing fee equal to 10% of each of Licensee's prior fiscal year's gross revenues. However, the licensing fee shall be reduced to the extent necessary to avoid bringing the Licensee's net income below \$100,000 per fiscal year, and provide further, that Licensor and Licensee may agree to waive or otherwise modify the licensing fee at any time.

**Due to Related Party**

In 2022 the Company borrowed funds from Ivan Ramen USA LLC, a related party through common ownership. As of December 31, 2023, due to related parties totaled \$42,298.

**IVAN RAMEN FRANCHISING, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2023**

**NOTE 5 – COMMITMENTS**

**License agreement**

In September of 2023, the Company entered into an exclusive license agreement with the Licensee (an unrelated entity) for the use of the registered name "Ivan Ramen" (the "license agreement") in the United Kingdom. Pursuant to the license agreement, the Company gave the Licensee the right to operate "Ivan Ramen" franchises, and the right to earn franchise fees, royalties and other fees from franchisees in the United Kingdom on behalf of the Company under the Master Franchise Agreement. The Licensor will not license the trademarks and/or confidential information to any third parties for the purpose of operating a competing franchise system. Under this agreement, the Licensee agrees to pay the Licensor an initial fee of one pound plus any value added tax and a continuing licensing fee equal to 5% of each of Licensee's prior fiscal year's proceeds less the onboarding fee.

**NOTE 6 – SUBSEQUENT EVENTS**

The Company has evaluated subsequent events through March 28, 2024, the date that the financial statements were available to be issued. There were no material subsequent events that require disclosure except as disclosed below.

Subsequent to year end, 100% of the ownership of Ivan Ramen Franchising, LLC was transferred to Ivan Ramen Holdings Co., LLC.

In March 2024, the Company entered into a franchise agreement with the Licensee (an unrelated entity) for the use of the registered name "Ivan Ramen" (the "license agreement") in a hotel in Las Vegas, Nevada. Pursuant to the franchise agreement, the licensee acquired the right to operate "Ivan Ramen" franchises, and the right to earn franchise fees, royalties and other fees from franchisees. The Licensee will not license the trademarks and/or confidential information to any third parties for the purpose of operating a competing franchise system. Under this agreement, the Licensee agrees to pay the Licensor an initial fee of \$25,000 and a continuing licensing fee equal to 5% of each of Licensee's prior months generated revenue.

**EXHIBIT D TO FRANCHISE DISCLOSURE DOCUMENT**  
**STATE FRANCHISE ADMINISTRATORS**

## STATE FRANCHISE ADMINISTRATORS

### CALIFORNIA

California Commissioner of the  
Department of Financial  
Protection and Innovation  
320 West 4th Street, Suite 750  
Los Angeles, California 90013-2344  
(866) 275-2677

### HAWAII

Commissioner of Securities of the State of  
Hawaii  
Department of Commerce and Consumer  
Affairs, Business Registration Division,  
Securities Compliance Branch  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813  
(808) 586-2722

### ILLINOIS

Chief – Franchise Bureau  
Office of Attorney General  
State of Illinois  
500 South Second Street  
Springfield, Illinois 62706  
(808) 586-2722

### INDIANA

Franchise Section  
Indiana Securities Commission  
302 West Washington Street, Room E-111  
Indianapolis, Indiana 46204  
(317) 232-6681

### MARYLAND

Office of the Attorney General  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2020  
(410) 576-6360

### MICHIGAN

Consumer Oversight Division  
Antitrust and Franchise Unit  
Michigan Department of Attorney General  
670 Williams Building  
525 W. Ottawa Street  
Lansing, Michigan 48913  
(517) 373-1160

### MINNESOTA

Minnesota Department of Commerce  
Securities-Franchise Registration  
85 7th Place East, Suite 280  
St. Paul, Minnesota 55101-2198  
(651) 539-1500

### NEW YORK

New York State Department of Law  
Investor Protection Bureau  
28 Liberty St. 21<sup>st</sup> Fl.  
New York, New York 10005  
(212) 416-8236

### NORTH DAKOTA

North Dakota Insurance & Securities  
Department  
600 East Boulevard Avenue, Dept. 401  
Bismarck, North Dakota 58505  
(701) 328-2910

### RHODE ISLAND

Division of Securities  
1511 Pontiac Avenue  
John O. Pastore Complex – Building 69-1  
Cranston, Rhode Island 02920  
(651) 539-1500

### SOUTH DAKOTA

Department of Labor and Regulation  
Division of Insurance  
Securities Regulation  
124 S Euclid, Suite 104  
Pierre, South Dakota 57501  
(605) 773-3563

### VIRGINIA

State Corporation Commission  
Division of Securities and Retail Franchising  
1300 East Main Street, 9th Floor  
Richmond, Virginia 23219  
(804) 371-9051

### WASHINGTON

Securities Division  
Department of Financial Institutions  
P.O. Box 41200  
Olympia, WA 98504-1200  
(360) 902-8760

WISCONSIN

Department of Securities

Wisconsin Dept. of Financial Institutions

4822 Madison Yards Way, North Tower

Madison, Wisconsin 53705

(608) 266-0448

**EXHIBIT E TO FRANCHISE DISCLOSURE DOCUMENT**  
**AGENTS FOR SERVICE OF PROCESS**

**EXHIBIT E**  
**AGENTS FOR SERVICE OF PROCESS**

If a state is not listed below, Ivan Ramen Franchising LLC has not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed below in which Ivan Ramen Franchising LLC has appointed an agent for service of process.

There may also be additional agents appointed in some of the states listed below.

## CALIFORNIA

California Commissioner of the  
Department of Financial  
Protection and Innovation  
320 West 4th Street, Suite 750  
Los Angeles, California 90013-2344

## HAWAII

Commissioner of Securities of the State of  
Hawaii  
Department of Commerce and Consumer  
Affairs, Business Registration Division,  
Securities Compliance Branch  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813

## ILLINOIS

Attorney General of the State of Illinois  
500 South Second Street  
Springfield, Illinois 62706

## INDIANA

Indiana Secretary of State  
201 State House  
200 West Washington Street  
Indianapolis, Indiana 46204

## MARYLAND

Maryland Securities Commissioner  
200 St. Paul Place  
Baltimore, Maryland 21202-2020

## MICHIGAN

Michigan Department of Commerce  
Corporations and Securities Bureau  
6586 Mercantile Way  
Lansing, Michigan 48909

## MINNESOTA

Commissioner of Commerce  
Department of Commerce  
85 7th Place East, Suite 280  
St. Paul, Minnesota 55101-2198

## NEW YORK

Secretary of State of the State of New York  
99 Washington Avenue  
Albany, New York 12231

## NORTH DAKOTA

Insurance Commissioner  
North Dakota Insurance & Securities  
Department  
600 East Boulevard Avenue, Dept. 401  
Bismarck, North Dakota 58505  
701-328-2910

## RHODE ISLAND

Director of Department of Business  
Regulation  
1511 Pontiac Avenue  
John O. Pastore Complex – Building 69-1  
Cranston, Rhode Island 02920

## SOUTH DAKOTA

Department of Labor and Regulation  
Division of Insurance  
Securities Regulation  
124 S Euclid, Suite 104  
Pierre, South Dakota 57501

## VIRGINIA

Clerk, Virginia State Corporation Commission  
1300 East Main Street  
Richmond, Virginia 23219  
804-371-9733

## WASHINGTON

Director of Financial Institutions  
Department of Financial Institutions  
150 Israel Rd. SW  
Tumwater, WA 98501

## WISCONSIN

Administrator, Division of Securities  
Wisconsin Dept. of Financial Institutions  
4822 Madison Yards Way, North Tower  
Madison, Wisconsin 53705

**EXHIBIT F TO FRANCHISE DISCLOSURE DOCUMENT**

**LIST OF FRANCHISEES**

**IVAN RAMEN RESTAURANTS – U.S.**

Venetian Las Vegas Gaming, LLC, Attention: Julian Griffiths, SVP Food and Beverage,  
| telephone 702-607-9673. (Las Vegas, Nevada) ~~(Not Yet Open)~~

**EXHIBIT G TO FRANCHISE DISCLOSURE DOCUMENT**  
**STATE ADDENDA TO DISCLOSURE DOCUMENT**

## CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner of the Department of Financial Protection and Innovation.

OUR WEBSITES HAVE NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS 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).

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of California:

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

The State of California has codified regulations specific to the food service industry which may be applicable to you. You may refer to California Plan Check Guide for Retail Food Facilities at <http://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/IDDC/Pages/152-California-Plan-Check-Guide-for-Retail-Food-Facilities-2.aspx>. For further requirements, please see the California Retail Food Code at <http://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/IDDC/Pages/152-California-Plan-Check-Guide-for-Retail-Food-Facilities-2.aspx>.

If the franchised Restaurant sells alcoholic beverages, the franchisee must comply with the requirements set forth in the Alcoholic Beverage Control Act and the California Code of Regulations, Title 4 for the sale of alcoholic beverages.

### **ITEM 6 OTHER FEES**

1. The highest interest rate permitted under California law for late payments is 10% annually.

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

The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act. As long as this represents the law of the State of California, we will not interpret the Franchise Agreement as permitting or requiring maximum price limits.

### **ITEM 12 TERRITORY**

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

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

1. 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.
2. 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).

3. The Franchise Agreement contains a provision requiring application of the laws of New York. This provision may not be enforceable under California law.
4. The Franchise Agreement requires venue to be limited to New York. This provision may not be enforceable under California law.
5. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law. The franchisor will not enforce in California the prohibition on franchisee employing or soliciting for employment any current or former employee of franchisor or its affiliates (also known as a no-poach/non-solicitation provision) in section 12.02 of the Franchise Agreement that is disclosed in Item 17, rows q and r.
6. You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).
7. California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your franchise agreement.
8. 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.
9. California Corporations Code, Section 31119, states that it is unlawful to sell any franchise in California that is subject to registration under this law without first providing to the prospective franchisee, at least 14 days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least 14 days prior to the receipt of any consideration, whichever occurs first, a copy of the offering circular, together with a copy of all proposed agreements relating to the sale of the franchise.
10. Neither the franchisor nor any person or franchise broker disclosed 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 such persons from membership in such association or exchange.
11. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
12. Franchisees owning 5% or more interest in the franchise must sign a personal guaranty, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place your and your spouse's marital and personal assets at risk, perhaps including your house, if your franchise fails.

## **OTHER**

1. The Franchise Agreement and Area Development Agreement contain a provision requiring you to waive your right to punitive or exemplary damages against the franchisor or any of its

representatives, limiting your recovery to actual damages. Under California Corporations Code section 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.

2. 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.
  
3. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the 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 any representations it makes to you, or (iii) any violations of the law.

## HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

- A. This proposed registration is exempt from the registration requirements of the states of Connecticut, Florida, Iowa, Kentucky, Maine, Nebraska, North Carolina, Ohio, Oklahoma, South Carolina, Texas and Utah.
- B. This proposed registration is or will be shortly on file in the States of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, Rhode Island, Virginia, Washington and Wisconsin.
- C. No states have refused, by order or otherwise, to register these franchises.
- D. No states have revoked or suspended the right to offer these franchises.
- E. The proposed registration of these franchises has not been withdrawn in any state.
- F. No release language set forth in the Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Hawaii.
- G. 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.

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 REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

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 OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE. THIS OFFERING CIRCULAR 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.

## ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

Illinois law governs the Franchise Agreement(s).

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.

Your rights upon Termination and Non-Renewal 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.

On the Federal Trade Commission Cover Page (the first page of the Disclosure Document), the following language is deleted with respect to Area Development Agreement franchises offered or sold in Illinois: "(assuming, for the low end range, you agree to develop 3 Restaurants and, for the high end range, you agree to develop 10 Restaurants, although this is not a maximum)".

The Franchisor will defer collection of initial franchise (and development) fees until the franchisor has satisfied its pre-opening obligations to franchisee and the franchisee has commenced business operations (in accordance with Section 200.508 of the applicable Rules). The Illinois Attorney General's Office imposed this deferral requirement due to the Franchisor's financial condition.

## INDIANA ADDENDUM TO DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Indiana:

1. The Franchise Agreement will be governed by Indiana law, rather than New York law, as stated in Section 30.03 of the Franchise Agreement ("Governing Law").
2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the franchise agreement, shall supersede the provisions of Article 17 of the Franchise Agreement ("Default and Termination") in the State of Indiana to the extent they may be inconsistent with such prohibition.
3. No release language set forth in the Franchise Agreement shall relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.
4. Section 12.04 of the Franchise Agreement ("Enforcement of Covenants Not to Compete") and Article VIII of the Software License Agreement ("Injunction") shall not apply to franchises offered and sold in the State of Indiana.
5. Section 21.03 of the Franchise Agreement ("Our Withholding of Consent – Your Exclusive Remedy") shall not apply to franchises offered and sold in the State of Indiana.
6. Section 16.01 of the Software License Agreement ("Governing Law") shall not relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana, and the laws of the State of Indiana supersede such provision or New York law if such provision is in conflict with Indiana law.
7. The third sentence of Article 14 of the Software License Agreement ("Limitation of Liability") shall not apply to franchises offered and sold in the State of Indiana.
8. Section 30.05(B) of the Franchise Agreement ("Waiver of Jury Trial and Punitive Damages") is deleted from all Franchise Agreements used in the State of Indiana.
9. Notwithstanding the terms of Section 8.10 of the Franchise Agreement ("Indemnification"), Franchisee will not be required to indemnify Franchisor and the other Indemnitees for any liability caused by Franchisee's proper reliance on or use of procedures or materials provided by Franchisor or caused by Franchisor's negligence.
10. 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.

## **MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT**

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document or Franchise Agreement and will apply to all franchises offered and sold under the laws of the State of Maryland:

### **ITEM 5 INITIAL FEES**

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. In addition, all area development fees and initial payments by area developers shall be deferred until the first franchise under the area development agreement opens.

### **ITEM 12 TERRITORY**

The following sentence is added at the end of the paragraph in Item 12 concerning our reservation of territorial rights which begins "Under the terms of the Franchise Agreement, you waive and release any claims, demands or damages arising from or related to any of the activities described above":

"These waivers and releases are not intended to nor will they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. These waivers and releases will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law."

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

1. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
2. The laws of the State of Maryland may supersede the Franchise Agreement, including the areas of termination and renewal of the Franchise.
3. A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Franchise.
4. The provision of the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

### **OTHER**

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.

If the franchise agreement or any agreement executed by the franchisee in connection therewith (including but not limited to, if applicable, an area development agreement), includes any

questionnaire to be completed by or acknowledgments to be made by the franchisee that are contrary to the Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments, adopted on September 18, 2022 by the North American Securities Administrators Association, Inc. (with an effective date of January 1, 2023), then any such questionnaire and/or acknowledgments shall not apply to prospective franchisees who are Maryland residents or who seek to purchase a franchise located in Maryland.

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO  
THE MICHIGAN FRANCHISE INVESTMENT LAW**

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

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

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

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

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

(j) 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.

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 THE OFFICE OF THE ATTORNEY GENERAL, CORPORATE OVERSIGHT DIVISION, ATTN.: FRANCHISE, 670 LAW BLDG., LANSING, MICHIGAN 48913, (517) 373-7117.

## **MINNESOTA ADDENDUM TO THE DISCLOSURE DOCUMENT**

Notwithstanding anything to the contrary set forth in the Disclosure Document or Franchise Agreement, the following provisions will supersede and apply:

### **ITEM 5 INITIAL FEES**

The Franchisor will defer collection of initial franchise fees (including initial development fees) until the franchisee / area developer has opened for business.

### **ITEM 13 TRADEMARKS**

- 1, Franchisor will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

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

1. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit the Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement(s) 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.
2. No release language set forth in the Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.
3. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement.
4. Under the terms of the Franchise Agreement as modified by the Minnesota Addendum to the Franchise Agreement, you agree that if you engage in any non-compliance with the terms of the Franchise Agreement or unauthorized or improper use of the System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law, and you consent to the seeking of these temporary and permanent injunctions."
5. Any claims arising under Minnesota Statutes, Chapter 80C must be brought within three years after the cause of action accrues.

### **OTHER**

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.

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.

## NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Disclosure Document or Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of New York:

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

**THE FRANCHISOR REPRESENTS THAT THE PROSPECTUS DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.**

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

Item 2 of the Disclosure Document lists the directors, principal officers and other executives who will have management responsibility in connection with the operation of the Franchisor's business relating to the franchises offered by this disclosure document, with a statement for each regarding his principal occupations over the past five years.

### **ITEM 3. LITIGATION**

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

Neither the Franchisor, its affiliates nor any person named in Item 2 above has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten year period immediately preceding the application for registration, has been convicted of a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding, if such misdemeanor conviction or charge or civil action, complaint or other legal proceeding involved violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

Except as disclosed in Item 3 of the FDD, neither the Franchisor, its affiliates, nor any person named in Item 2 above is subject to any currently effective injunctive or restrictive order or decree relating to franchises in general or the franchise offered or under any federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency.

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

1. The following language replaces the "Summary" section of Item 17(d), entitled "Termination by franchisee": You may terminate the Agreement on any grounds available by law.
2. Sections 13.01 (H) and 14.04 (O) of the Franchise Agreement are each amended to include the following language immediately following the requirement that Franchisee execute a General Release:

"Provided, however, that all rights enjoyed by Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law

(GBL) 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 GBL, Section 687(4) and 687(5) be satisfied."

The same language (in quotes immediately above) is also 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".

3. The requirements of Section 12.04 and Section 23.01 of the Franchise Agreement that you consent to the entry of an injunction are modified in the State of New York to provide only that you consent to the seeking of such an injunction.
4. The following sentence is added at the end of the section entitled "Modification" in Item 17 of the Disclosure Document, and at the end of the "Summary" sections of Item 17(v) (entitled "Choice of forum") and 17(w) (entitled "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."

## **OTHER**

Franchise Questionnaires and Acknowledgments -- 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.

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.

## **NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT**

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of North Dakota:

1. The laws of the State of North Dakota supersede any provisions of the Franchise Agreement or New York law if such provisions are in conflict with North Dakota law. The Franchise Agreement and Area Development Agreement will be governed by North Dakota law, rather than New York law, as stated in Item 17(w) of the Franchise Disclosure Document, Section 30.03 of the Franchise Agreement (“Governing Law”) and Section 18.12 of the Area Development Agreement (“Governing Law”).
2. Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from Franchise Agreements issued in the State of North Dakota.
3. No release language set forth in the Franchise Agreement shall relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.
4. Item 17(c) of the Franchise Disclosure Document and Section 13.01 of the Franchise Agreement (“Conditions to Obtain Successor Term”) each require the execution of a general release upon renewal. This requirement is deleted from all Franchise Disclosure Documents and Franchise Agreements used in the State of North Dakota.
5. Item 17(i) of the Franchise Disclosure Document, Section 18.01 of the Franchise Agreement (“Further Obligations and Rights Following the Termination or Expiration of this Agreement”) and Section 16.01 of the Area Development Agreement (“Other Obligations and Rights on Termination or Expiration”) may require franchisees to consent to termination or liquidated damages. This requirement is deleted from all Franchise Disclosure Documents and agreements used in the State of North Dakota.
6. Covenants restricting competition in the State of North Dakota, such as those found in Item 17(r) of the Franchise Disclosure Document, Section 12.02 of the Franchise Agreement (“Covenant Not to Compete”) and Section 11.01 of the Area Development Agreement (“Covenants Not to Compete”), may be subject to Section 9-08-06 of the North Dakota Century Code. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.
7. Item 17(v) of the Franchise Disclosure Document, Section 30.04 of the Franchise Agreement (“Venue”) and Section 18.13 of the Area Development Agreement (“Venue”) each require that the franchisee consent to the jurisdiction of courts in New York. This requirement is deleted from all Franchise Disclosure Documents and agreements used in the State of North Dakota.
8. Section 30.05 of the Franchise Agreement (“Waiver of Jury Trial and Punitive Damages”) requires the franchisee to consent to a waiver of trial by jury. This requirement is deleted from all Franchise Agreements used in the State of North Dakota.
9. Section 30.05 of the Franchise Agreement (“Waiver of Jury Trial and Punitive Damages”) and Section 18.14 of the Area Development Agreement (“Punitive Damages”) each require the franchisee to consent to a waiver of exemplary and punitive damages. This requirement is deleted from all Franchise Agreements and Area Development Agreements used in the State of North Dakota.

10. Based on the financial statement of the franchisor and the duties and obligations of the franchisor to furnish goods and/or services to assist its franchisees in establishing and opening their franchised business, the State of North Dakota requires that the franchisor assure financial capability. Accordingly, collection of initial fees due to the franchisor under the Franchise Agreement and Area Development Agreement (as applicable) will be deferred until all obligations owed to the franchisee under the Franchise Agreement, and separately under the Area Development Agreement (if applicable), or other documents have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the Franchise Agreement (and separately, under the Area Development Agreement, if applicable).
11. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on 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.

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**ADDENDUM TO  
FRANCHISE DISCLOSURE DOCUMENT  
ADDITIONAL INFORMATION REQUIRED BY  
THE STATE OF RHODE ISLAND**

In recognition of the requirements of the State of Rhode Island Franchise Investment Act (the "Act"), §19-28.1 *et seq.*, the Franchise Disclosure Document submitted by Ivan Ramen Franchising LLC for use in the State of Rhode Island is amended as follows:

1. Item 17 u.- Dispute resolution by arbitration or mediation shall comply with §19-28.1-21 of the Act - Private civil actions - and be amended to read:

*(a.) A person who violates any provision of this Act is liable to the franchisee for damages, costs, and attorneys and experts fees. In the case of a violation of §§ 19-28.1-5, 19-28.1-8, or 19-28.1-17(1)-(5), the franchisee may also sue for rescission. No person shall be liable under this section if the defendant proves that the plaintiff knew the facts concerning the violation.*

*(b) Every person who directly or indirectly controls a person liable under this section, every principal executive officer or director of the liable person, every person occupying a similar status or performing similar functions, and every agent or employee of a liable person, who materially aids in the act or transaction constituting the violation, is also liable jointly and severally with and to the same extent as the person liable under this section, unless the agent, employee, officer, or director proves he or she did not know, and in the exercise of reasonable care could not have known of the existence of the fact by reason of which the liability is alleged to exist.*

2. Item 17 v. - Choice of forum and Item 17 w. - Choice of law shall comply with § 19-28.1-14 of the Act - Jurisdiction and venue - and be amended to read:

*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.*

3. 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.

## VIRGINIA ADDENDUM TO THE DISCLOSURE DOCUMENT

On the State Cover Page, the following Risk Factors are added:

**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.

**Estimated Initial Investment.** The franchisee will be required to make an estimated initial investment ranging from \$1,024,500 to \$1,982,100. This amount exceeds the franchisor's stockholders' equity as of December 31, 202~~5~~<sup>4</sup>, which is ~~\$26,776~~<sup>\$26,776</sup>~~1,040~~.

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

Additional Disclosure: The following statements are added to Item 17.h:

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

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.

## WASHINGTON ADDENDUM TO THE 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. In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Area Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location.
- ~~20. In Item 5, the following sentence is added at the end of the first paragraph: In 2024 we sold only the one Ivan Ramen Restaurant franchise in the United States that is described in Item 5, and therefore \$25,000 is both the range and formula used to calculate the initial fees paid in the fiscal year before the issuance date.~~
- ~~21.~~20. In Item 6, Note 1, the second paragraph (regarding Alcohol Restriction Laws) is deleted and does not apply in the State of Washington.
- ~~22.~~21. In Item 6, the securities offering review fee which is listed, referring to Section 14.08 of the Franchise Agreement, will be no greater than the actual and reasonable costs incurred by the franchisor for such a review.
- ~~23.~~22. In Item 7 (Note 14), the following language is removed: “The additional funds required will vary, because other required expenses you will incur will vary by your area; how much you follow our methods and procedures; your management skill, experience and business acumen; the relative effectiveness of your staff; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period.”
- ~~24.~~23. The minimum performance requirement (a stated minimum amount of yearly gross revenues required in order to retain territorial protections), which is referred to in Item 12, in the “Special Risks to Consider About This Franchise” cover page, or anywhere else in the Disclosure Document, does not apply to Washington franchisees.

## WISCONSIN ADDENDUM TO DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Wisconsin:

1. **REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF THE STATE OF WISCONSIN.**
2. The following shall apply to Franchise Agreements in the State of Wisconsin:
  - a. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.
  - b. That Act's requirement, including the requirements that, in certain circumstances, a franchisee receives ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the requirements of Article 19 of the Franchise Agreement ("Default and Termination") to the extent they may be inconsistent with the Act's requirements.
3. 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.

**EXHIBIT H TO FRANCHISE DISCLOSURE DOCUMENT**

**STATE EFFECTIVE DATES**

## **State Effective Dates**

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

<b>State</b>	<b>Effective</b>
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**EXHIBIT I TO FRANCHISE DISCLOSURE DOCUMENT**

**RECEIPT**

## 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 Ivan Ramen Franchising LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Ivan Ramen Franchising LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit D.

The franchisor is Ivan Ramen Franchising LLC, located at 42 Maple Street, Dobbs Ferry, NY 10522. Its telephone numbers are (914) 406-1169 and (512) 788-0170.

Issuance date: ~~March 23, 2026~~ March 21, 2025

The franchise seller(s) for this offering are Ivan Orkin, Chad Combs, \_\_\_\_\_, Ivan Ramen Franchising LLC, at 42 Maple Street, Dobbs Ferry, NY 10522, (914) 406-1169 and (512) 788-0170.

Ivan Ramen Franchising LLC authorizes the respective state agencies identified on Exhibit E to receive service of process for it in the particular state.

I received a disclosure document dated ~~March 23, 2026~~ March 21, 2025, that included the following Exhibits:

- EXHIBIT A FRANCHISE AGREEMENT AND RELATED MATERIALS (Including the forms of General Release as Exhibits G and H)
- EXHIBIT B AREA DEVELOPMENT AGREEMENT
- EXHIBIT C FINANCIAL STATEMENTS
- EXHIBIT D STATE ADMINISTRATORS
- EXHIBIT E AGENTS FOR SERVICE OF PROCESS
- EXHIBIT F LIST OF FRANCHISEES
- EXHIBIT G STATE ADDENDA TO DISCLOSURE DOCUMENT
- EXHIBIT H STATE EFFECTIVE DATES PAGE
- EXHIBIT I RECEIPT

Dated: \_\_\_\_\_

PROSPECTIVE FRANCHISEE:

If a corporation or other business entity:

If an individual:

\_\_\_\_\_  
(Name of Entity)

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Print Name)

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

You may return the signed receipt either by signing, dating, and mailing it to Ivan Ramen Franchising LLC at 42 Maple Street, Dobbs Ferry, NY 10522 or by electronically executing, dating and returning it through the electronic signature platform that we require or emailing it to [chad@ivanramen.com](mailto:chad@ivanramen.com).

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EXHIBIT H STATE EFFECTIVE DATES PAGE

EXHIBIT I RECEIPT

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If an individual:

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(Name of Entity)

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Print Name)

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

PLEASE KEEP THIS RECEIPT FOR YOUR RECORDS.