FRANCHISE DISCLOSURE DOCUMENT

THE HALAL GUYS FRANCHISE INC.
a New Jersey corporation
26-44 Borough Place
Flushing, New York 11377
347-527-1505
www.thehalalguysny.com
info@thehalalguysny.com

The franchise offered is for a quick-service restaurant operating under the name "The Halal Guys," which restaurants specialize in the sale of signature meats and sauces over rice as well as other popular American Halal food items for dine-in and take-out.

The total investment necessary to begin operation of a single The Halal Guys restaurant ranges from $478,000 to $1,445,400 (excluding any fees associated with your delayed opening), including $90,400 that must be paid to the franchisor and/or its affiliates.

If you enter into a Multi-Unit Development Agreement to develop at least five The Halal Guys restaurants, when you sign the Multi-Unit Development Agreement, you will pay a development fee equal to 100% of the initial franchise fee for the first restaurant to be developed, plus a deposit of 50% of the initial franchise fee for each additional restaurant to be developed under the Multi-Unit Development Agreement. The total estimated initial investment necessary to enter into a Multi-Unit Development Agreement for the development of five The Halal Guys Restaurants ranges from $184,000 to $192,500 (excluding any fees associated with your delayed development), including $180,000 that must be paid to the franchisor and/or its affiliate. The total estimated initial investment under a Multi-Unit Development Agreement will vary depending on the number of The Halal Guys restaurants to be developed.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Margaret Carrera at 26-44 Borough Place, Flushing, New York 11377 and 347-527-1505.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at *www.ftc.gov*

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: April 27, 2022

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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 the Multi-Unit Development Agreement require you to resolve disputes with the franchisor by litigation only in New York, 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, New York than in your own state.

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

TABLE OF CONTENTS

ITEM 1 ..... **1**

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES 1

ITEM 2 ..... **4**

BUSINESS EXPERIENCE 4

ITEM 3 ..... **5**

LITIGATION 5

ITEM 4 ..... **6**

BANKRUPTCY 6

ITEM 5 ..... **6**

INITIAL FEES 6

ITEM 6 ..... **8**

OTHER FEES 8

ITEM 7 ..... **16**

ESTIMATED INITIAL INVESTMENT 16

ITEM 8 ..... **21**

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 21

ITEM 9 ..... **26**

FRANCHISEE'S OBLIGATIONS 26

ITEM 10 ..... **28**

FINANCING 28

ITEM 11 ..... **28**

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING 28

ITEM 12 ..... **39**

TERRITORY 39

ITEM 13 ..... **42**

TRADEMARKS 42

ITEM 14 ..... **45**

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION 45

ITEM 15 ..... **46**

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS 46

ITEM 16 ..... **47**

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 47

ITEM 17 ..... **48**
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION 48
ITEM 18 ..... **57**
PUBLIC FIGURES 57
ITEM 19 ..... **57**
FINANCIAL PERFORMANCE REPRESENTATIONS 57
ITEM 20 ..... **57**
OUTLETS AND FRANCHISEE INFORMATION 57
ITEM 21 ..... **62**
FINANCIAL STATEMENTS 62
ITEM 22 ..... **62**
CONTRACTS 62
ITEM 23 ..... **62**
RECEIPTS 62

EXHIBITS

A – Financial Statements
B – Franchise Agreement
C – Multi-Unit Development Agreement
D – List of Franchisees and Multi-Unit Operators
E – Franchisees and Multi-Unit Operators Who Have Left the System
F – Table of Contents of Confidential Operations Manual
G – Multi-State Addendum
H – Franchisee Disclosure Acknowledgment Statement
I – List of State Administrators/Agents for Service of Process
J – Form of General Release
K – Third-Party Agreements
L – State Effective Date Page
M – Receipt

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

The Franchisor

The franchisor is The Halal Guys Franchise Inc. (referred to in this Disclosure Document as "**The Halal Guys**," "**we**," "**us**," or "**our**"). We were formed as a New Jersey corporation on May 14, 2014. Our principal place of business is 26-44 Borough Place, Flushing, New York 11377 and we do business under our corporate name and the name "The Halal Guys". We began offering franchises in June 2014 and we do not offer franchises and have not conducted business in any other line of business. We do not own or operate a business of the type being franchised; however, our affiliates do.

In this Disclosure Document, we refer to person or business entity that will be signing the Franchise Agreement and Multi-Unit Development Agreement (defined below) as "**you**," "**your**," "**franchisee**" or "**multi-unit operator**." While not uniformly imposed, it is our practice to require you to form business entity to serve as the "franchisee" and/or "multi-unit operator" under the Franchise Agreement and Multi-Unit Development Agreement. As such, all references to "you," "your," "franchisee" and "multi-unit operator" includes all owners and partners of such business entity.

Our agents for service of process are listed in Exhibit I.

Our Parents, Predecessors and Affiliates

We have no parent or predecessor.

We have a number of affiliates that own and operate businesses of the type being franchised, as well as an affiliate that owns and operates food carts throughout the New York City area. However, none of these affiliates offer franchises in this or any other line of business or are approved suppliers of any product or service that you must purchase.

Our affiliate, The Halal Guys, Inc., is a New York corporation headquartered at 26-44 Borough Place, Flushing, New York 11377 ("**Affiliate**"). Our Affiliate owns the Proprietary Marks (described below) which it has licensed to us so that we may sublicense them to our franchisees. Our Affiliate has never offered franchises in this or any other lines of business, and is not an approved supplier of any product or service that you must purchase.

Description of Franchise

We and our affiliates have developed a proprietary system (the "**System**") for opening and operating The Halal Guys Restaurants, which are quick-service restaurants specializing in the sale of signature meats and sauces over rice as well as other popular American Halal food items for dine-in and take-out (each, a "**Restaurant**" or a "**Franchised Business**"). The Restaurants are generally located in high traffic locations, including strip mall complexes, lifestyle centers and free-standing locations. Restaurants will typically need between 1,500 and 2,000 square feet of space. The System makes use of the trade name and mark "The Halal Guys", as well as additional principal service marks, trademarks, trade names, logos, emblems and indicia of origin (as identified in Item 13). These principal marks and all other marks which may be designated by us in the future in writing for use with the System are referred to in this Disclosure Document as the "**Proprietary Marks**". The System includes distinctive signage, interior and exterior design, décor and color scheme; special recipes and menu items, including proprietary products and ingredients; uniform standards, specifications, and procedures for operations; quality and uniformity

of products and services offered; inventory, management and financial control procedures (including point of sale and tracking systems); training and assistance; and advertising, all of which we may change, improve, and further develop, in our discretion. Certain aspects of the System are more fully described in this Disclosure Document and in the Confidential Operations Manual (which you should expect to evolve over time) that will be provided to you as a franchisee.

Types of Franchises

This Disclosure Document offers two basic types of franchises for Restaurants - unit franchises and multi-unit operation franchises.

For those who wish to operate a single Restaurant, we offer a unit franchise program under which you sign a "**Franchise Agreement**" and commit yourself to develop and open one Restaurant (see the current form of Franchise Agreement in Exhibit B).

For those who desire and are granted the right, to operate multiple Restaurants within a defined area (the "**Development Area**"), we offer a multi-unit operation program under which you must make a commitment to sign separate Franchise Agreements for, and open, a pre-determined number of Restaurants (no less than five) according to a specified development schedule (the "**Development Schedule**") (see our current form of Multi-Unit Development Agreement in Exhibit C). We will determine the Development Area before you sign the Multi-Unit Development Agreement and it will be set forth in the Multi-Unit Development Agreement. The size of the Development Area will vary depending upon local market conditions and the number of Restaurants to be developed. The Franchise Agreement for your first Restaurant will be signed at the same time as the Multi-Unit Development Agreement. For each additional Restaurant developed under the Multi-Unit Development Agreement, you must sign our then-current form of Franchise Agreement that we are then offering to new franchisees, which may differ from the one disclosed in this disclosure document, but the Royalty Fee and the Worldwide Creative Marketing Fee will be the same as for your first Restaurant. You may not open a Restaurant for business until a fully executed Franchise Agreement is in place for that Restaurant and the initial franchise fee has been fully paid.

COVID-19 has disrupted and continues to significantly disrupt local, regional and global economies and businesses. The situation regarding COVID-19 is changing rapidly and subject to change. You must, at all times, comply with all applicable laws, rules and orders of any government authority concerning the outbreak and your response. Disruptions to normal economic activity in the coming weeks and months cannot be predicted. We reserve the right to make any adjustments to our services as we may determine necessary, in our sole judgement, from time to time in order to protect health and safety. These adjustments may include, by way of example but without limitation, suspending in-person gatherings such as training, meetings and conferences; instead, such events may be conducted virtually.

Market and Competition

The market for quick-service restaurants in general is well developed and intensely competitive; but the market for quick service restaurants serving American Halal cuisine is unique and evolving. You will serve the general public and will compete with a variety of businesses, including locally owned to regional, national and chain restaurants, some of which may be franchise systems. You may also compete with other Restaurants, ghost kitchens, cloud kitchens and delivery only businesses, and businesses owned by us, our affiliates or other franchisees. Some competitors may be larger and have better financial resources. Some competitors may have better name recognition than The Halal Guys. Some may be privately held or publicly held entities. We do not believe that the quick-service restaurant market is seasonal. The ability of each Restaurant to compete will depend on its location, square footage, hours of

operation, ingress and egress, signage, parking, service, employee attitudes, overhead, changing local market and economic conditions, and many other factors both within and outside your control.

Industry Regulations

The restaurant industry is heavily regulated. A wide variety of federal, state and local laws, rules and regulations have been enacted that may impact the operation of your Restaurant, and may include those which: (a) establish general standards, zoning, permitting restrictions and requirements and other specifications and requirements for the location, construction, design, maintenance and operation of the Restaurant's premises; (b) set standards pertaining to employee health and safety; (c) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements for restaurants and laws and regulations relating to access by persons with disabilities; employee practices concerning the storage, handling, cooking and preparation of food; restrictions on smoking; available of and requirements for public accommodations and requirements for fire safety and general emergency preparedness; (d) establish requirements for food identification and labeling; and (e) regulate advertisements. State and local agencies inspect restaurants to ensure that they comply with these laws and regulations. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your Restaurant and you should consider both their effect and costs of compliance.

Many of the laws, rules and regulations that apply to business generally, such as the Americans with Disabilities Act, Federal Wage and Hour Laws and the Occupational Safety and Health Act, also apply to restaurants. The U.S. Food and Drug Administration, the U.S. Department of Agriculture and state and local health departments administer and enforce laws and regulations that govern food preparation and service and restaurant sanitary conditions. The federal Clean Air Act and various implementing state laws require certain state and local areas to meet national air quality standards limiting emissions of ozone, carbon monoxide and particulate matters, including caps on emissions from commercial food preparation. Some areas have also adopted or are considering proposals that would regulate indoor air quality.

The Nutrition Labeling and Education Act (NLEA) sets regulations for food labeling, including nutritional label standards, nutrient content claims, and health claims. NLEA applies to virtually all foods in the food supply, including food served and sold in restaurants. While NLEA specifies a number of exemptions for restaurants, there are many instances where a nutritional label is required. The Food and Drug Administration's *Nutritional Labeling Guide for Restaurants and Other Retail Establishments* provides answers to commonly asked questions regarding the application of NLEA.

You must identify, investigate, satisfy and comply with all laws, ordinances and/or regulations applicable to your Restaurant, including employment, workers' compensation, insurance, corporate, tax, public health and similar laws and regulations, because they vary from place to place, can change over time and may affect the operation of your Restaurant. You should independently research and review the legal requirements of the food services industry with your own attorney before you sign any binding documents or make any investments.

We may require that your General Manager, Assistant General Managers and other employees we designate be ServSafe (or similar) certified.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer – Ahmed Abouelenein

Mr. Abouelenein has been our Chief Executive Officer since January 2015 and the Executive Manager for our Affiliate in Astoria, New York since February 2008.

Chief Development Officer – Margaret Carrera

Ms. Carrera has been our Chief Development Officer since January 2017, and previously served as the Research and Development Director for our Affiliate in Astoria, New York between January 2014 and January 2017.

President – Mohamed Abouelenein

Mr. Abouelenein has been our President since our inception in May 2014 and the Manager and Operations Administrator of our Affiliate in Astoria, New York since February 2008.

Vice-President – Abdelbaset A. Elsayed

Mr. Elsayed has been our Vice-President since our inception in May 2014 and an Assistant Manager of our Affiliate in Astoria, New York since February 2008.

Treasurer – Ahmed Elsaka

Mr. Elsaka has been our Treasurer since April 2020, prior to which time he served as our Assistant Vice-President since our inception in May 2014. Mr. Elsaka has also served as an Assistant Manager of our Affiliate in Astoria, New York since February 2008.

Vice President of Marketing – Andrew Eck

Mr. Eck has been our Vice President of Marketing since December 2020 and previously served as our Director of Marketing from July 2015 to May 2018. Prior to and intermittently between his employment with us, Mr. Eck served as the Director of Marketing for Hale & Hearty in New York, New York from May 2018 to March 2020.

Director of Supply Chain Development – Hesham Hegazy

Mr. Hegazy has been our Supply Chain Director since January 2017. Prior to that, Mr. Hegazy held the title of Director of Brand Development with our Affiliate in Astoria, New York from June 2013 to January 2017.

Director of Operations – John Pappas

Mr. Pappas has been our Director of Operations since October 2021. Prior to his employment with us, Mr. Pappas served as the Director of Operations for Hale and Hearty in New York, NY from May 2014 to September 2021.

Director of Franchise Operations, West Coast Region – Melissa Curtin

Ms. Curtin has been our Director of Franchise Operations, West Coast Region since May 2019 and previously served as our Westcoast United States Regional Manager from 2018 to May 2019. Prior to her employment with us, Ms. Curtin served as the Director of Operations for AZ Halal Crew LLC in Phoenix, AZ from 2017 to 2018, and as the Director of Operations for WKS Restaurant Group in Lakewood, CA from 2013 to 2017.

District Manager, SW Region – David Estrada

Mr. Estrada has served as our District Manager, SW Region, since December, 2021. Prior to his employment with us, Mr. Estrada worked as an Area Operations Manager for Dossani Management Inc. in Dallas, TX from September 2019 to September 2021 and as an Area Operations Manager for Whataburger Restaurants in Dallas, TX from June 2014 to April 2019.

Research and Development Director – Theophilus Awuku

Mr. Awuku has been the Research and Development Director since December 2020 and previously served as the Hospitality Systems Management Analyst of our Affiliate from April 2019 to December 2020. Prior to his employment with our Affiliate, Mr. Awuku served as a Business Intelligence Analyst for Ghana Community Network Services Limited in Accra, Ghana from October 2010 through February 2019.

Director of Training – Eric Silva

Mr. Silva has been our Director of Training since August 2022. Previously, he worked for Pret a Manger in New York, NY as the Director of Training (from July 2020 to February 2021), Operations Support Manager (from August 2019 to July 2020) and Senior Training & Development Manager (January 2016 to August 2019).

Senior Analyst, Real Estate and Construction – Ahmed Elsayed

Mr. Elsayed has been our Senior Analyst, Real Estate and Construction since December, 2021. He previously served as our Analyst, Real Estate and Construction from November, 2020 to December, 2021 and a supervisor with one of our affiliates, All 53 SW Inc., from January, 2015 to November, 2020.

Shawn Edelman – Executive Chef

Mr. Edelman has been our Executive Chef since December 2020. Previously, he worked as a Commissary Director for Juice Press in Long Island City, New York from 2015 to 2020.

ITEM 3
LITIGATION

Dream Big Holdings LLC v. The Halal Guys Franchise Inc., and Ahmed Abouelenien, N.J. Superior Court, Case No. BER-L-001062-22, Docket No.: BER-L-1062-22 (February 22, 2022).

On February 22, 2022, Plaintiff filed a lawsuit alleging that the Defendants have refused to issue a franchise agreement to it / the joint venture entity of which it is a member. Plaintiff further alleges that the Defendants made various misrepresentations regarding the issuance of the franchise agreement and that based on those representations, Dream Big built out a Halal Guys branded restaurant at the Mall, which is ready to be opened but nonoperational due to the lack of a franchise agreement. Plaintiff asserts claims

under the New Jersey Consumer Fraud Act, New Jersey Franchise Practices Act, fraud, breach of implied contract and breach of the implied covenant of good faith and fair dealing, and seeks compensatory damages, consequential damages, treble damages, punitive damages, attorneys fees and costs in an unidentified amount. The Defendants believe that these claims are without merit and intend to vigorously defend themselves. The Defendants filed a Motion to Dismiss on April 11, 2022.

Ahmed Hegazy et al. v. The Halal Guys, Inc., et al., 1:22-cv-01880, United States District Court, Southern District of New York (March 4, 2022).

On March 4, 2022 named plaintiffs Ahmed Hegazy, Shrief Sror, Ramiz Shehatta, Walid Soltan, Ahmed Abouelkhair, and Ahmed Moneim ("Plaintiffs"), on behalf of themselves and others similarly situated, filed a complaint against The Halal Guys, Inc., All 53 SW Inc., Night 53 SE Inc., The Halal Guys Franchise Inc., Altawhid Food Supply Inc., Ahmed Elsaka, Abdelbaset Elsayed, Mohamed Abouelenein, Ahmed Abouelenein, and Abdullah Abouelenein ("Defendants") alleging violations of the Fair Labor Standards Act ("FLSA"), the New York Labor Law ("NYLL"), and the Wage Theft Prevention Act ("WTPA"). Specifically the Plaintiffs allege that potential class members were not properly paid for overtime or spread of hours pay, were not properly reimbursed for uniforms, were subject to illegal tip deductions, and were not provided with requisite wage rate notices. The Defendants believe that these claims are without merit and intend to vigorously defend themselves. On April 14, 2022, the Defendants filed Pre-Motion Letter seeking leave from the Court to submit a Motion to Dismiss the Complaint. Except for the above, no other 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

Franchise Agreement: You must pay an initial franchise fee of $60,000 ("**Initial Franchise Fee**") to purchase a The Halal Guys franchise. Unless you sign a Multi-Unit Development Agreement, the Initial Franchise Fee is paid in one lump sum when you sign the Franchise Agreement. The Initial Franchise Fee is not refundable under any circumstances. The Initial Franchise Fee is uniformly imposed on all franchisees that purchase a The Halal Guys franchise after the issuance date of this Disclosure Document. In the previous fiscal year, only already existing franchisees who signed multi-unit development agreements with us prior to 2019 (i.e., before the year when our standard Initial Franchise Fee requirement increased to $60,000) paid reduced initial franchise fees of $40,000.

We may (but are not required to) generate a virtual site selection report to evaluate the trends in the trade area in, and at the site at, which you propose opening your Restaurant. If we generate such a report, we reserve the right to charge you our then-current reporting fee in connection with same. The current fee we charge is $400 per report. We anticipate that only one (1) site selection report will need to be generated per Restaurant opening; however, if you propose multiple potential Restaurant sites, we reserve the right to generate a report for each proposed site and to charge you an additional $400 fee per report.

If your Restaurant does not open within 12 months after you have signed the Franchise Agreement, then (in addition to other remedies we may exercise under the Franchise Agreement), we may require you to pay us a delayed opening fee equal to $100 per day for each day that the opening of your Restaurant is delayed (the "**Delayed Opening Fee**"), up to a maximum of 90 days. This Delayed Opening Fee will be not refundable if and when paid.

If you are opening your first The Halal Guys Restaurant, we will provide you with one of our representatives, for up to 5 days, to furnish on-site pre-opening assistance and training before the opening of your Restaurant ("**On-Site Opening Assistance**"). The precise period of On-Site Opening Assistance furnished to your Restaurant will depend on the level of assistance and training required by your Restaurant (as we determine in our sole judgment). You will be required to pay us a non-refundable fee of $15,000 in connection with such On-Site Opening Assistance (the "**On-Site Opening Assistance Fee**"). This On-Site Opening Assistance Fee is payable in a lump sum and is not refundable. If you are opening your second or later Restaurant, we may (as determined in our sole discretion), but need not, furnish such On-Site Opening Assistance. If we do, you will be required to pay us the On-Site Opening Assistance Fee for such second or later Restaurant.

You must spend at least $15,000 on a grand opening advertising campaign to promote the opening of your Franchised Business ("**Grand Opening Advertising Campaign**"). You must submit your Grand Opening Advertising Campaign to us for approval, and you must present us with such documentation as we require (such as, by way of example, receipts, invoices, etc.) evidencing your full satisfaction of, and/or commitment to fully satisfy your grand opening advertising requirements no less than 60 days before you reserve your initial training. If we do not receive your grand opening advertising plan when required, we reserve the right to: (a) require you to pay us this amount to conduct the Grand Opening Advertising Campaign on your behalf (in which case such amount will be non-refundable) or (b) create a grand opening advertising plan that you will be required to implement and conduct.

Multi-Unit Development Agreement: When you sign the Multi-Unit Development Agreement, you must pay us a development fee ("**Development Fee**") that is calculated based on the total number of Restaurants you commit to develop under the Multi-Unit Development Agreement. You must commit to develop a minimum of 5 Restaurants to enter into a Multi-Unit Development Agreement. The Development Fee will be equal to 100% of the Initial Franchise Fee for the first Restaurant to be developed, plus a deposit of 50% of the Initial Franchise Fee for each additional Restaurant to be developed. For example, if you commit to develop 5 Restaurants, the Development Fee is calculated as $60,000 + (4 x $30,000 = $120,000) = $180,000. The Development Fee is fully earned by us upon receipt and is not refundable under any circumstances. The Development Fee is calculated uniformly for all Multi-Unit Operators.

You must sign the Franchise Agreement for the first Restaurant at the same time you sign the Multi-Unit Development Agreement. We will take a portion of the Development Fee to pay the Initial Franchise Fee in full for this first Restaurant. For each additional Restaurant you develop, we will apply a pro rata portion of the Development Fee toward the Initial Franchise Fee, and the balance of the Initial Franchise Fee (i.e., $30,000) is payable 90 days before the scheduled opening of the Restaurant or the date you sign an approved lease for the Restaurant premises, whichever occurs first.

If one or more of your Restaurants fail to open by the deadlines set forth in your Multi-Unit Development Agreement's Development Schedule, then (in addition to other remedies we may exercise under the Multi-Unit Development Agreement), we may require you to pay us a fee equal to $100 per day for each day that your Restaurant is delayed up to a maximum of 90 days (the "**Delayed Opening Fee**"). This Delayed Opening Fee is not refundable.

There are no other purchases from or payments to us or any affiliate of ours that you must make before your Restaurant opens.

ITEM 6
OTHER FEES

Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Royalty	6% of Gross Sales	Payable each Monday for the previous week ending Sunday	"**Gross Sales**" means all revenue and income directly or indirectly derived in connection with the operation of the Franchised Business and/or Restaurant, except sales taxes. Royalty Fees are payable by automatic debit and funds must be made available in your account for withdrawal. See Note 2.
Worldwide Creative Marketing Fee	2% of Gross Sales	Payable at the same time and in the same manner as the Royalty	See Item 11 for a detailed discussion about the Worldwide Creative Marketing Fund
Local Advertising	1% of Gross Sales	Must be spent each month	Payable directly to your local advertising vendors. Any advertising that you propose to use must first be approved by us
Advertising Cooperative	Up to 0.5% of Gross Sales	As determined by co-op	We may form an advertising cooperative. If we do, any amount you contribute to an advertising cooperative will count toward your local advertising requirement, but if the amount you contribute to an advertising cooperative is less than the amount you must spend for local advertising, you must still spend the difference locally.
Site Selection Assistance Fee	Our then-current per diem rate, plus reporting costs Current daily rate = $100 - $400 Current reporting costs = up to $400 per report.	As incurred	We may (but are not required to) assist you in the selection for a site for your Restaurant. If we do, you must pay our site selection assistance fee, and reimburse the costs we incur in connection therewith, including living, lodging and transportation expenses of all our representatives. In addition, we may (but are not required to) generate virtual report(s) to evaluate the trends in the trade area(s) that you propose for your Restaurant site(s). If we do, you will be required to pay us the cost associated with same, currently ($400, per report).

Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Initial Training Program	All living and transportation expenses of all trainees. The amounts are unknown and may vary depending upon factors such as the third-party supplier selected and your distance from training. Additional and subsequent trainee charge of $2,000 per person	Expenses as incurred; fee for additional and subsequent trainees due 10 days before training begins	Training for your initial set of Trainees (Multi-Unit Operations Director, 1 General Manager, 3 Assistant General Managers, 1 cook, and franchise owner(s)) is included in the Initial Franchise Fee, but you must pay your trainees' expenses, including travel, lodging, meals and wages.
Additional On-Site Training	Our then-current weekly rate per trainer, plus expenses Current weekly rate = $2,000	Within 30 days after billing	If you request that we provide additional training (i.e., training beyond the On-Site Opening Assistance, for which you must pay us a fee equal to $15,000) at your Restaurant, or if we determine that additional training is necessary for your Restaurant, you must pay our then-current weekly rate for each trainer we send to your Restaurant and you must reimburse each trainer's expenses, including travel, lodging and meals.
Refresher Training	Up to $1,500 per person, plus expenses	Before training	We may from time to time develop additional training programs which the personnel we designate must attend and successfully complete. If we do, we may require you to pay us this training charge, plus all living and transportation expenses of your trainees.
Franchisee Meetings	Up to $1,500 per person, plus expenses	Before meeting	We may from time to time establish conferences, meetings and/or conventions which you and your personnel that we designate must attend. If we do, we may require you to pay us this training charge, plus all living and transportation expenses of your trainees.

Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Transfer Fee (Franchise Agreement)	$5,000	With request for our consent to transfer	If you wish to transfer multiple then-effective Franchise Agreements, you must pay this transfer fee for each such Franchise Agreement, in addition to the transfer fee required in connection with the transfer of a then-effective Multi-Unit Development Agreement (if applicable).
Transfer Fee (Multi-Unit Development Agreement)	50% of our then-current Initial Franchise Fee	With request for our consent to transfer	This transfer fee will be in addition to the transfer fee due in connection with the transfer of any then-effective Franchise Agreements.
Renewal Fee	$5,000	Before renewal	You will only need to pay this fee if you renew the Franchise Agreement. There is no right to renew the Multi-Unit Development Agreement.
Relocation Fee	$10,000	With your request to relocate the Restaurant	If you wish to relocate your Restaurant, you must apply to us for our consent to the relocation and pay us the relocation fee.
Interest	Lesser of 18% per annum of balance due or highest commercial contract interest rate law allows, but not less than $100 per occurrence	With payment of past due amount	Due on all overdue amounts. Interest accrues from the original due date until payment is received in full
Audit	Will vary under circumstances	When billed	See Note 3.
Prohibited Product or Service Fine	$250 per day	As incurred	If you use any unauthorized products or services and/or use products or services from unauthorized suppliers, then we may charge you this fine in addition to other remedies available to us.
Proprietary and Trademarked Products	See Note 4.	When you place orders for products.	We reserve the right to require that you purchase proprietary and/or trademarked products from us, our affiliate or designee. See Item 8.
Uniforms	Currently, $60 per person.	As incurred	You must purchase uniforms for each of your Restaurant personnel from our approved supplier. See Note 4.

Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Software Licensing and Support Services	If we develop our own proprietary software and/or software support services, you will be required to purchase them from us at our then-current price and pay our then-current fees associated therewith.	See Note 5.	See Note 5.
Product and/or Supplier Evaluation	Reimbursement of our evaluation costs, but not more than $2,500, plus travel and lodging expenses	On demand	You or your proposed supplier must pay our expenses to test the products or services of any supplier you propose. See Item 8.
Insurance	Premiums and our costs and expenses plus 10% administrative fee	When billed	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 premiums and charge you for them. Premiums may vary depending upon factors such as the insurance company selected and your claims experience. See Note 6.
Management Fee	10% of Gross Sales plus expenses	If incurred	We may (but are not required to) step in and manage your Restaurant in certain circumstances, including the death, disability of your last surviving owner, your prolonged absence or if we determine that the operation of your business is in jeopardy. We will charge a Management Fee if we manage your Restaurant, and you must reimburse us for the expenses we incur. The Management Fee will be in addition to Royalties due us. We will remit any remaining funds to your Estate.
Indemnification	Will vary under circumstances	As incurred	You must reimburse us for the costs we incur if we are sued or held liable for claims that arise from your operation of the Franchised Business, or for costs associated with defending claims that you used the Proprietary Marks in an unauthorized manner.

Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	If you default under the Franchise or Multi-Unit Development Agreement, you must reimburse us for the expenses we incur (such as attorneys' fees) in enforcing or terminating the agreement.
Loyalty Program	The then-current cost, currently: $170 per month per Restaurant	As incurred	See Note 7. The fees associated with the Loyalty Program are subject to change, if and when we (in our sole discretion) transition to a new supplier.
Gift Card Program	The then-current cost, currently: $30 per month per Restaurant (plus the cost of cards)	As incurred	This cost is currently paid to us and we may remit a portion of it to our designated vendor. See Note 7.
Liquidated Damages	Will vary under the circumstances	15 days after termination	See Note 8.
Customer Satisfaction Evaluations (i.e., Mystery Shops)	Up to $100 per month	As incurred	Payable to our approved supplier. You must participate in the mystery shop program.
Online Ordering Fee	$150 per month	As incurred	You must participate in our online ordering program and, unless we determine to use the Worldwide Creative Marketing Fund to cover these costs (which we are under no obligation to do), pay the fee set forth in Column 2. This fee may be paid directly to the supplier or to us. We reserve the right to modify our online ordering program, which you acknowledge may increase the amount reflected in Column 2.
Technology Development Fee	$5,000 per year	As incurred	This fee is payable in connection with our development of new technology to be used with our System.
Third-Party Delivery/Catering Aggregator Costs	Then-current fee (currently, $68 per Restaurant per month). See Remarks.	As incurred	We currently require franchisees to use Chowly as the sole approved platform for aggregating and integrating third-party delivery/catering providers information into the point of sale system. The cost set forth in Column 2 currently includes unlimited integrations. This cost is currently paid directly to Chowly.
Inspection	Will vary under circumstances	When billed	See Note 9.

Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Violation of Non-Competition Covenant	$1,000 per week	On demand, if incurred	If you violate the covenant not to compete in your agreement with us.
ServSafe (or similar) Certification	$150 per person or the then-current market rate	As incurred	We reserve the right to require you and your employees to become ServSafe or similarly certified. Payable to an approved supplier.
Advances	Varies	When we request	You must pay us all amounts we advance to third parties for you.
Taxes	Varies	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, the Development Fee, Royalty Fees and Worldwide Creative Marketing Fees.
Application of Funds			We can apply your payments to the oldest obligation due.
Digital Menu Boards	Currently, $20 per screen per location per month	Monthly	This cost is currently paid to us and we may remit a portion of it to our designated vendor. See Note 10

Notes:

(1) Except as otherwise noted in this Item 6, all fees are imposed and collected by and payable to us, non-refundable and are currently uniformly imposed. However, for any costs set forth above that are required to be paid to our approved suppliers, for the ease of systemwide contract maintenance, we have the right (but not the obligation) to pay those suppliers directly on behalf of amounts owed by franchisees, and then collect those amounts from franchisees.

(2) Prior to opening you must sign and deliver to us the documents required by us, our bank and/or your bank to authorize us to debit your bank account automatically for the Royalty Fee, Worldwide Creative Marketing Fee and other amounts due under the Franchise Agreement or any related agreement between us (or our affiliates) and you. If we institute an automatic debit program for the Restaurant, we will debit your account for these fees on Monday of each week based on the Gross Sales of your Restaurant for the previous week ending Sunday. If Monday is not a business day, then payment is due on the next business day. You must make the funds available for withdrawal by electronic transfer before each due date. In our automatic debit program, we may require you to obtain, at your expense, overdraft protection for your bank account in an amount that we specify.

a. If you fail to report the Restaurant's Gross Sales for any week, we may debit your account for 120% of the Royalty Fee and Worldwide Creative Marketing Fee that we debited for the previous week. If the amount we debit from your account is less than the amount you actually owe us (once we have determined the true and correct Gross Sales of the Restaurant), we will debit your account for the balance due on the day that we specify. If the amount we debit from your account is greater than the amount you actually owe us (once we have determined the true and correct Gross Sales of the Restaurant), we will credit

the excess, without interest, against the amount that we otherwise would debit from your account for the next payment due.

b. We have the right, at our sole option upon notice to you, to change periodically the timing and terms for payment of Royalty Fees, Worldwide Creative Marketing Fees and other amounts payable to us under the Franchise Agreement.

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

(3) If an audit discloses an understatement in any report of 2% or more, you shall, in addition, reimburse us for all costs and expenses connected with the inspection (including, without limitation, reasonable accounting, auditors' and attorneys' fees and expenses). If you understated your Gross Sales by (i) 2% or more on 3 separate occasions within any 36 month period or (ii) 5% or more during any month within a reporting period and/or for any entire reporting period, then in addition to paying us the amount due, plus interest and the cost of the audit, your understatement will be considered a material incurable breach which will entitle us to immediately terminate the Franchise Agreement. Notwithstanding the foregoing, it we elect not to terminate the Franchise Agreement, then in addition to paying us the amount due, plus interest and the cost of the audit, we reserve the right to charge you a $10,000 fine in connection with such understatement. If you understated your Gross Sales by less than 2% for any 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.

(4) You must purchase from our approved supplier, uniforms for each of your Restaurant personnel. In addition, if developed, you must buy proprietary and trademarked products from us, our affiliate or designee. We (or our affiliates or designees) will sell you proprietary and trademarked products, equipment or services under terms we develop and advise you of periodically. We may earn a profit on the sale of these products to you.

(5) If we develop our own proprietary computer software programs and software support services, you will be required to purchase such software from us at our then-current price, pay our then-current fees associated therewith (including for help and support services) and sign our then-current standard form software license agreement. You will also be required to pay for any future updates or revisions to any proprietary software we develop. We do not know the cost of any future updates or revisions at this time. You must buy new or upgraded programs and materials from us if we adopt them system-wide, at the prices we set. You will pay for new or updated programs and materials when you order them. In addition, if developed, you will be required to purchase from us and use our proprietary supply ordering software to purchase supplies for your Restaurant(s).

(6) You must maintain the following insurance: (1) comprehensive general liability, including broad form contractual liability, employment practices coverage, broad form property damage, personal injury, facilities, completed operations, products liability, automobile (covering all vehicles used in the delivery of products from the Restaurant, including owned, hired and non-owned vehicles) and fire legal liability in the amount of $5,000,000; (2) all risks coverage for full repair and replacement value of all of the equipment, fixtures and supplies used in your Restaurant with an agreed amount endorsement equal to 100% of the property's value; (3) employer's liability, workers' compensation, and any other insurance that may be required by statute or rule of the state or locality in which the Restaurant is located and operated; (4) business interruption insurance of at least 50% of your annual gross sales excluding payroll, including naming us as an additional insured and loss payee for Royalty Fees that would have been paid by you based on the Restaurant's

Gross Sales during the preceding 12 month period; (5) any insurance coverages required by the terms of the lease for the Restaurant premises; and, (6) any other insurance coverages we may require in the future. In addition to the foregoing, in connection with any construction, renovation, refurbishment or remodeling of the Restaurant, you shall maintain Builder's Risks/installation insurance in forms and amounts, and written by a responsible, duly licensed carrier or carriers, reasonably satisfactory to us.

(7) We have a customer loyalty program, where participating customers earn loyalty award points based on their purchases. Customers can redeem their loyalty award points, in accordance with program rules, to receive free or discounted products. Punchh is currently the sole approved supplier for our Loyalty Program. In addition, we are currently developing a gift card program in which you must participate at your sole cost and expense (including, without limitation, accessing the portal and purchasing gift cards and equipment from our designated supplier(s)). The current fee for accessing the gift card portal is $20 per month per Restaurant and the cost of gift cards is currently as follows: $220 for 250 cards (125 cards each for two set standard designed cards); $176 for 200 cards (for specialty cards); and $0.70 per card for digital cards (however, we may (but need not) cover the cost of this fee from the Worldwide Creative Marketing Fund). The $170 per month loyalty program cost and the $20 gift card portal service fee are currently due directly to our designated suppliers of such programs.

(8) If we terminate your Franchise Agreement for cause, you must pay us within 15 days after the effective date of termination, liquidated damages equal to the average monthly Royalty Fees you paid or owed to us during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in 2 full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is lower.

(9) If an inspection of your Restaurant reveals deficiencies, and you fail to correct such deficiencies, then we have the right (but not the obligation) to correct such deficiencies and charge you a reasonable to cover the expenses that we incur. In addition, we reserve the right to require you to contract with a third party company we designate to conduct healthy, safety and sanitation inspections of your Restaurant and to require you to reimburse us for the costs we incur in connection with our having such third party designee perform such services on your behalf. The costs associated with same will vary, depending on what our designated vendor charges, however, we currently anticipate that the cost will be approximately up to $260 per inspection.

(10) In connection with our digital menu board program, you will be required to obtain (see Item 7) and maintain three smart television screens to serve as your digital menu boards, and through our designated provider, we will manage the substance of such digital menu boards. In connection with this program, we reserve the right to require you to pay us a monthly cost of approximately $20 per screen per Restaurant, a portion of which we will remit to our designated vendor. We reserve the right to change the timing of the required payments from monthly to annually (in our sole discretion) at any time upon notice to you and to increase the payments required of you if the designated vendor increases the required costs associated with same.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
DEVELOPMENT OF ONE RESTAURANT

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be Made
Initial Franchise Fee (1)	$60,000	Lump Sum	On signing Franchise Agreement	Us
Site Selection Report (2)	$400	Lump Sum	As Incurred	Us
Leasehold Improvements, Construction Cost (3)	$150,000 to $500,000	As Incurred	As Agreed	Supplier
Licenses and Permits (4)	$1,000 to $25,000	As Incurred	As Agreed	Government Agencies
Rent – 3 months (5)	$9,000 to $60,000	As Incurred	As Agreed	Landlord
Security Deposits	$5,000 to $50,000	As Arranged	As Arranged	Landlord, Utility Companies
Blueprints (6)	$5,000 to $20,000	As Arranged	As Arranged	Architect, Engineer
Equipment, Furnishings & Fixtures (7)	$160,000 to $280,000	As Arranged	As Incurred	Suppliers
Signage	$5,000 to $20,000	As Arranged	As Incurred	Suppliers
Drive-Thru Window (8)	$0 to $150,000	As Arranged	As Incurred	Suppliers
Computer System (9)	$5,000 to $20,000	As Arranged	As Incurred	Suppliers
Travel & Living Expenses While Training (10)	$10,000 to $25,000	Lump Sum	As Incurred	Airline, Hotel, Restaurants, etc.
On-Site Opening Assistance (11)	$15,000	Lump Sum	As incurred	Us
Insurance – 3 Months (12)	$600 to $15,000	As Incurred	As Incurred	Insurance Companies
Professional Fees (13)	$2,000 to $10,000	As Arranged	As Arranged	Attorney, Accountant
Grand Opening Advertising (14)	$15,000	As Incurred	As Incurred	Suppliers or Us
Opening Inventory and Supplies (15)	$10,000 to $50,000	As Incurred	As Incurred	Suppliers
Delivery Vehicle (16)	$0 to $30,000	As arranged	As arranged	Approved Supplier

Delayed Opening Fee (17)	See Note 15	As Incurred	As Incurred	Us
Additional Funds – 3 Months (18)	$25,000 to $100,000	As Incurred	As Incurred	Third Parties
TOTAL (19)	**$478,000 to $1,445,400** (excluding Delayed Opening Fee)			

In general, none of the expenses listed in the above chart are refundable, except any security deposits you must pay to third party suppliers may be refundable. We do not finance any portion of your initial investment.

Notes:

1. ***Initial Franchise Fee***. The Initial Franchise Fee will be nonrefundable.

2. ***Site Selection Report.*** We may (but are not required to) generate a virtual report to evaluate the trends in the trade area in, and at the site at, which you propose opening your Restaurant. If we generate such a report, we reserve the right to charge you our then-current reporting fee in connection with same. The current fee we charge is $400 per report. We anticipate that only one (1) site selection report will need to be generated per Restaurant opening; however, if you propose multiple potential Restaurant sites, we reserve the right to generate a report for each proposed site and to charge you an additional $400 fee per report.

3. ***Leasehold Improvements and Construction Costs***. 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). In addition, leasehold improvement and construction costs vary significantly depending on the condition, location, size and configuration of the Restaurant premises and other factors relating to the geographic location of the business, suppliers, government regulations, labor costs and other considerations. You will contract directly with the construction contractor and possibly other construction suppliers on terms negotiated by you. Generally, the landlord provides the space with demolition complete, exterior walls drywalled; an acoustical drop ceiling; working HVAC; and plumbing and electrical service to the space (i.e., a "white box"), or an equivalent amount of free rent to offset these costs. The contractor will install the leasehold improvements. Leasehold improvements do not include exterior costs. These estimates do not include extraordinary costs such as developing in a historical property or developing from a cold dark shell. The Halal Guys Restaurants will generally occupy between 1,500 and 2,000 square feet. In some instances, the Restaurants may be larger depending on the size of available sites and/or franchisee preferences. Calculations regarding estimates for leasehold improvements, building construction and site work are based upon these square foot estimates. The low end of the range for this estimate assumes a "conversion" scenario, where you convert an existing restaurant into a The Halal Guys Restaurant. The high end of the range assumes a "white box" scenario, where you lease a space in which the landlord provides the "white box" elements described or provides a rent offset associated therewith. We recommend that you do not lease a space unless it is a "conversion" or "white box" scenario; however, if you do, your costs may be significantly higher than estimated here.

4. ***Licenses and Permits***. Our estimate includes the cost of obtaining local business licenses which typically remain in effect for 1 year. The cost of these permits and licenses will vary substantially depending on the location of the Restaurant. Our estimate does not include tap-in, fixture or similar

fees which, depending on the municipality, can be several thousand dollars. We strongly recommend that you verify the cost for all licenses and permits required in your jurisdiction before signing the Franchise Agreement.

5. ***Rent***. If you do not own adequate property, you must lease the property for your Restaurant. Rental costs will vary widely and may be significantly higher than projected in this table depending on factors such as property location, population density, economic climate, prevailing interest rates and other financing costs, conditions of the property and extent of alterations required for the property. You should investigate all of these costs in the area where you wish to establish a Restaurant. The rent range set forth in the above table reflects the average rental rates in the New York commercial real estate market. As noted, the rental rates in your geographic region may be higher or lower than the estimated range reflected in the table above. Landlords may vary the base rental rate and charge rent based on a percentage of gross sales. In addition to base rent, the lease may require you to pay common area maintenance charges, your pro rata share of the real estate taxes and insurance, and your pro rata share of other charges. The actual amount you pay under the lease will vary depending on the size of the Restaurant, the types of charges that are allocated to tenants under the lease, your ability to negotiate with landlords and the prevailing rental rates in the geographic region.

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

6. ***Blueprints***. We will provide you with prototype or protostyle plans for the build-out of a The Halal Guys Restaurant. You must hire your own architect to adapt our plans to the specific shape and dimensions of the approved location for your Restaurant. You may not use your architect's plans until they have been approved by us. Our approval only relates to how well the build-out plans implement our prototype plans and implementation and presentation of the Proprietary Marks. You and your architect must make sure that the plans comply with all applicable laws, rules, regulations, ordinances and building codes, including any relating to accommodations for disabled persons.

7. ***Equipment, Furnishings and Fixtures***. You must lease or purchase, as arranged by you, the following equipment: refrigerators (including walk-in or reach ins), freezer, oven, grill, gyro machine, fryer, ice machine, work tables, shelving, dishwasher, and other related items including smallwares. The furniture and fixtures you will need for your Restaurant includes: booths, tables, chairs, artwork, three smart television screens (to serve as the digital menu boards) and certain other décor items. Our estimates assume that all furnishings and equipment will be purchased, not leased.

8. ***Drive-Thru Window***. Your Restaurant Location is not required to have a drive-thru window, and the low end of the range set forth in the above table assumes that it will not. However, if your Restaurant Location does have a drive-thru window, you will incur additional investment costs such as the cost of the exterior menu boards, drive-thru canopy, drive-thru signage, clearance bar, and preview board, as reflected in the high end of the range set forth in the above table. However, please note that the costs for a drive-thru can vary dramatically depending on the particular site you choose for your Restaurant Location. You should be aware that, in addition to the costs disclosed in the table above, depending upon the particular site for your Restaurant Location (i.e., the regulations in the particular city and state in which you will operate, the particular layout of your Restaurant, whether your Restaurant already has the framework for a drive-thru window or whether you must start from scratch, etc.), you may incur additional investment costs to establish a drive-thru, such as costs associated with site work, materials testing, zoning, installation, headset system and timer, additional cabinetry, additional POS terminal and other impact fees. These additional

costs can range between $100,000 and $500,000 and are excluded from (and would be in addition to) the range of costs set forth in the above table.

9. ***Computer System***. You must purchase the required computer hardware, software, internet connections and service, point of sale system, required dedicated telephone and power lines and other computer-related accessories, peripherals and equipment (the "**Computer System**"). You must obtain high-speed communications access for your Computer System. The type and number of computers and other hardware, software, cameras and telecommunications equipment may vary depending on your Restaurant and may change from time to time. We will specify the computer hardware, software and telecommunications equipment in the Manual. This estimate includes the Revel point of sale system that we currently require and subscribe to the required reporting systems. These systems may from time to time evolve and change. See Item 11.

10. ***Travel & Living Expenses While Training***. These estimates include only your out-of-pocket costs associated with attending our initial training program, including travel, lodging, meals and applicable wages for 6 trainees. These amounts do not include any fees or expenses for training any other personnel. Your costs may vary depending on your selection of lodging and dining facilities and mode and distance of transportation.

11. ***On-Site Opening Assistance***. If you are opening your first The Halal Guys Restaurant, we will provide you with one of our representatives, for up to 5 days, to furnish on-site pre-opening assistance and training before the opening of your Restaurant. In connection with this training, you will have to pay us our then-current On-Site Opening Assistance Fee (currently, $15,000). This fee is payable in a lump sum and is not refundable. If you are opening your second or later Restaurant, we may (as determined in our sole discretion), but need not, furnish such On-Site Opening Assistance. If we do, you will be required to pay us the On-Site Opening Assistance Fee.

12. ***Insurance***. This estimate includes the estimated quarterly insurance premium for the insurance policies we require you to maintain. Our insurance requirements are described in Item 8. You should contact your insurance agent and obtain an estimate of your actual insurance costs.

13. ***Professional Fees.*** We strongly recommend that you engage the services of an attorney and/or accountant to assist you in evaluating this franchise offering. You may also wish to use an attorney to assist you in lease negotiations and/or to form an entity to own the franchise. Your costs may vary depending on how much you rely on your chosen advisors and the hourly rates your advisors charge.

14. ***Grand Opening Advertising***. You must spend at least $15,000 on a pre-approved approved Grand Opening Advertising Campaign. If we do not receive your grand opening advertising plan when required, we reserve the right to: (a) require you to pay us this amount to conduct the grand opening advertising campaign on your behalf or (b) create a grand opening advertising plan that you will be required to implement and conduct.

15. ***Opening Inventory and Supplies***. The opening inventory and supplies that you must purchase includes the consumable items that you must purchase from the approved suppliers, as well as menus and various other paper products for your Restaurant. This estimate includes the initial inventory of uniforms that you must purchase from our approved supplier, at an estimated cost of $650 to $1,150.

16. ***Vehicle.*** The low end of our estimate assumes that you will not hire a deliveryman and will therefore not require a delivery vehicle. The high end of our estimate assumes you will purchase

the vehicle. While we have included the cost of a delivery vehicle in our estimated initial investment, the purchase or lease of a delivery vehicle is optional.

17. ***Delayed Opening.*** If your Restaurant does not open within 12 months after you have signed the Franchise Agreement, then (in addition to other remedies available to us under applicable law and/or your Franchise Agreement), we may require you to pay us a delayed opening fee of $100 per day for each day that the opening of your Restaurant is delayed up to a maximum of 90 days.

18. ***Additional Funds***. The amount of working capital needed will depend on the time necessary to achieve cash flow to cover operating expenses. This category includes estimated payroll, utilities, vendor, advertising, promotion, Royalty Fees, Worldwide Creative Marketing Fees and similar costs during the initial phase of a new Restaurant, which we estimate will be 3 months, but we have not included or factored in any sales revenue your Restaurant may have generated during this period. Shortfalls of capital may arise from independent factors such as labor shortages, delays in construction or delivery and installation of leasehold improvements and equipment; or possible recession. Your costs may depend on the local market for purchasing food products and the prevailing wage rate.

19. ***Total***. We relied on our affiliates' experience in operating The Halal Guys restaurants and businesses when preparing these estimates. Your actual costs may vary greatly and will depend on factors such as the size and condition of the space and cost to convert to a The Halal Guys Restaurant, your management skill, experience, and business acumen; local economic conditions; the local market for products; the prevailing wage rate; competition; and the sales level reached during the start-up phase. These are only estimates and your costs may vary based on actual rental prices in your area, and other site-specific requirements or regulations. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We strongly recommend that you use these categories and estimates as a guide to develop your own business plan and budget and investigate specific costs in your market area. We do not provide financing to franchisees either directly or indirectly in connection with their initial investment requirements. The availability and terms of financing obtained from third parties will depend upon such factors as the availability of financing, your creditworthiness, collateral that you may make available, and the policies of local lending institutions.

YOUR ESTIMATED INITIAL INVESTMENT – MULTI-UNIT OPERATOR

YOUR ESTIMATED INITIAL INVESTMENT MULTI-UNIT DEVELOPMENT AGREEMENT FOR 5 RESTAURANTS				
Column 1 **Type of Expenditure**	**Column 2** **Amount**	**Column 3** **Method of Payment**	**Column 4** **When Due**	**Column 5** **To Whom Payment is to be Made**
Development Fee (for 5 Restaurants)	$180,000	Lump Sum	When Multi-Unit Development Agreement is Signed	Us
Vehicle – 3 Months (1)	$2,000 to $2,500	As incurred	As arranged	Third Parties

YOUR ESTIMATED INITIAL INVESTMENT MULTI-UNIT DEVELOPMENT AGREEMENT FOR 5 RESTAURANTS				
Column 1 **Type of Expenditure**	**Column 2** **Amount**	**Column 3** **Method of Payment**	**Column 4** **When Due**	**Column 5** **To Whom Payment is to be Made**
Professional Fees – Legal (2)	$2,000 to $10,000	As Arranged	As Arranged	Attorney, Accountant
Delayed Opening Fee (3)	See Note 3			
Total (4)	**$184,000 to $192,500** (excluding Delayed Opening Fee)			

1. ***Vehicle***. We expect that you will need a vehicle to view potential sites, oversee the build-outs, supervise multiple locations, etc. Our estimate includes expenses related to loan or lease payments, gas and maintenance for 3 months.

2. ***Professional Fees***. We recommend strongly that you engage the services of professionals to assist you in evaluating our franchise and to enter into the Multi-Unit Development Agreement. This will include attorneys and accountants. Actual cost depends on the work done by your attorneys and accountants and their rates.

3. ***Delayed Opening Fee***. If one or more of your Restaurants fail to open by the deadlines set forth in your Development Schedule, then (in addition to other remedies we may exercise under the Multi-Unit Development Agreement), we may require you to pay us a Delayed Opening Fee equal to $100 for each day that your Restaurant is delayed, up to a maximum of 90 days.

4. ***Other Expenditures for First Restaurant***. If you sign a Multi-Unit Development Agreement, the estimated initial investment for the first Restaurant you open under the Multi-Unit Development Agreement is as disclosed in the Item 7 table above for individual Franchise Agreements. You should be aware that the initial investment (the estimate of which is disclosed in the Item 7 table above for individual Franchise Agreements) for your second and subsequent Restaurants, however, will likely be higher than for your first Restaurant due to inflation and other economic factors that may vary over time.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Products and Services

You must purchase or lease, install and/or use in your Restaurant only those ingredients, food products, spices, seasonings, mixes, ingredients, beverages, materials, other supplies used in the preparation of food products, furniture, fixtures, equipment, smallwares, forms, paper and plastic products, packaging, other materials, programs and services that meet our standards and specifications ("**Approved Products and Services**") and which are now part of the System or which we in the future incorporate into the System unless, as to any one or more Approved Products and Services, sale is prohibited by local law or regulation

or we have otherwise granted you our advance written approval. You must, at all times, maintain in sufficient supply to satisfy customer demand and to operate your Restaurant, and use and sell, only the Approved Products and 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 may not install or permit to be installed on the Restaurant premises any fixtures, furnishings, equipment, décor items, signs, games, vending machines or other items without our written consent or that do not comply with our specifications.

All menu items must be prepared according to the recipes and procedures specified in the Manual or other written materials. You must permit us or our agents, at any reasonable time, to remove a reasonable number of samples of food or non-food items from your inventory or from the Restaurant free of charge for testing by us or by an independent laboratory to determine whether the samples meet our then-current standards and specifications. You must not deviate from these standards and specifications by the use or offer of non-conforming items, or differing amounts of any items, without obtaining our written consent first. We can, and expect to, modify our standards and specifications as we deem necessary. We will provide you notice in the Manual or other methods (such as by e-mail) of any changes in the standards and specifications, and you will be required to comply with any such changes.

Approved Suppliers

We may designate one or more specific manufacturers or suppliers for Approved Products and Services (including suppliers of delivery services), which may be us or our affiliates (an "**Approved Supplier**"). Our Approved Products and Services and Approved Suppliers are set forth in the Manual.

We reserve the right to designate, for either all The Halal Guys Restaurants or a subset of The Halal Guys Restaurants situated within one or more geographic regions, a single source Approved Supplier or single source regional supplier (collectively, "**Single Source Approved Suppliers**") of certain Approved Products and Services. From time to time, we, an affiliate or a designated third party may be that Single Source Approved Supplier. If we do so, then immediately upon notification, you, we and all other The Halal Guys Restaurants (or, as applicable, those in the designated geographic area) must purchase the specified products and services only from such Single Source Approved 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 product in question, then your obligation to purchase from our Single Source Approved Supplier will not begin until the scheduled expiration (or earlier termination) of your pre-existing supply contract. In addition, we may enter into supply contracts with one or more vendors for programs, products, supplies, equipment, materials and services on behalf of either all The Halal Guys Restaurants or a subset of The Halal Guys Restaurants situated within one or more geographic regions (each, a "**systemwide supply contract**"). If we enter into such systemwide supply contracts, all company-owned and franchised Restaurants in such designated geographic area(s) will be required to participate. We are currently in the process of negotiating system-wide supply contracts with various delivery service suppliers. If we permit you to offer delivery from your Restaurant, and you wish to utilize one of such approved suppliers, you will be required to execute our then-approved form of agreement with such designated delivery service supplier(s) (including any systemwide negotiated price terms), which will be provided to you.

If we establish the above types of supply arrangements, we may limit the number of approved suppliers with whom you may deal, we may designate sources that you must use for some or all products, equipment and services you must purchase or lease, and we may refuse to approve proposals from franchisees to add new products or suppliers if we believe that approval would not be in the best interests of the System or the franchised network of Restaurants. We make no representation that we will have exclusive supply arrangements or, if we do so, that you would not otherwise be able to purchase the same products and/or services at a lower price from another supplier. We may add to, modify, substitute or discontinue any such supply arrangements in the exercise of our business judgment.

As of the date of this Disclosure Document, neither we nor any of our affiliates is an Approved Supplier or the only Approved Supplier, but we may be in the future in which case we will receive revenues from purchases.

If we have not designated an Approved Supplier or Single Source Approved Supplier for particular Approved Products and Services, you may purchase such products and/or services from suppliers you propose and we approve in writing, provided the proposed suppliers meet the standards we establish from time to time and the products and/or services to be purchased are in strict accordance with our specifications. If you would like to propose for our consideration, an alternative product, supply, material, furnishing or equipment for use in the operation of your Restaurant which has not yet been approved by us as conforming to our specifications and quality standards and/or from a supplier not yet approved in writing by us as a supplier to our franchisees, you must: (i) submit a written request to us for approval of the product and/or supplier and then furnish us with the information, data and samples that we reasonably request for examination and testing for our determination as to whether the product, supply, material, furnishing, equipment or the supplier meets our specifications and standards; (ii) the product and/or supplier must meet our specifications to our reasonable satisfaction; (iii) the supplier must agree to allow us or our agents to conduct initial and continuing inspections of its facilities (the reasonable costs of which you will be required to bear); and, (iv) 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 do not maintain written criteria for approving suppliers, and thus these criteria are not available to you or your proposed supplier. 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, and such approval or disapproval will be in our sole discretion. If we test the product or service, you and/or any supplier must reimburse us for all costs and expenses we incur in connection with any testing (but not more $2,500), plus travel and lodging expenses. If we revoke approval of any supplier, we will give you written notice (in our Manual or otherwise).

Proprietary Products

You must purchase exclusively from us or our affiliate (if we sell them) or our designated suppliers, any proprietary products we designate for use in the preparation of The Halal Guys Restaurant food products ("**Proprietary Products**"), the recipes for which are considered unique and their formulae and manufacturing processes constitute trade secrets of the System. The right to purchase and use the Proprietary Products lasts only for the duration of the Franchise Agreement. Neither we nor our affiliates are currently designated suppliers or the only suppliers of any Proprietary Products, but we may be in the future.

Trademarked Products

We may specify certain items of clothing (such as T-shirts), merchandise, promotional products and other novelty items bearing our Proprietary Marks ("**Trademarked Products**"), which must be offered for sale in your Restaurant. We will provide specifications for the Trademarked Products, and you may purchase them either from suppliers designated by us or, if we do not designate a supplier, from suppliers selected by you who meet our specifications. Neither we nor our affiliates are currently designated suppliers or the only suppliers of the Trademarked Products, but we may be in the future.

Relationships with Third-Party Approved Suppliers

US Foods Inc. Agreement

Our current designated Single Source Approved Supplier for certain Approved Products and Services (including the Proprietary Products) is US Foods, Inc. ("**US Foods**"). In connection with procuring Approved Products and Services from US Foods, you are required to sign a Joinder Agreement

to our Master Distribution Agreement with US Foods dated January 6, 2018 (see Exhibit K-1 to this Disclosure Document). However, we may change our designated Single Source Approved Supplier from US Foods to another company at any time in our sole discretion, and also may designate different suppliers for restaurants located within versus outside of the contiguous United States of America.

Beverage Agreements

We currently require all The Halal Guys Restaurants to exclusively sell, purchase and advertise non-alcoholic fountain/bottled/canned beverages that are manufactured, sold or distributed by "Coca-Cola" (including The Coca-Cola Refreshments Canada Company, The Coca-Cola Company and/or their respective wholly owned subsidiaries and affiliates), subject to certain limited exemptions. In connection with procuring such beverages from Coca-Cola, you are required to sign a Franchisee Participation Agreement with Coca-Cola (see Exhibit K-2 to this Disclosure Document). We have negotiated national account pricing on such Coca-Cola products and receive a rebate in connection with same (see the subsection immediately below entitled "*Rebates and Other Material Consideration*"). We reserve the right to require you to offer additional beverages purchased from approved or designated suppliers in the future. In addition, we may designate different beverage suppliers for locations located outside of the contiguous United States of America.

We also currently require all The Halal Guys Restaurants to exclusively make on-site, advertise, offer for sale and sell non-alcoholic freshly-blended craft beverages through raw consumables purchased from, and in the equipment leased from, Botrista Technology, Inc. ("**Botrista**"). In connection this program, you are required to sign a Franchisee Participation Agreement with Botrista (see Exhibit K-3 to this Disclosure Document). We have negotiated national account pricing on such Botrista products and receive a rebate in connection with same (see the subsection immediately below entitled "*Rebates and Other Material Consideration*"). We reserve the right to require you to offer additional beverages purchased from approved or designated suppliers in the future. In addition, we may designate different beverage suppliers for locations located outside of the contiguous United States of America.

Rebates and Other Material Consideration

We and our affiliates may receive rebates from approved and designated suppliers in connection with purchases from company-owned and franchised The Halal Guys Restaurants. Such rebates are typically based upon the amount of product ordered (for most beverages, the rebate is based on the number of gallons of soda purchased, typically ranging from $0.15 to $0.80 per gallon or between 5% and 20% per case of consumables), and for most food, trademarked merchandise, paper and technology products, the rebate is based on the number of cases of product or bundle of services purchased (typically approximately ranging from $2 to $30 per case or bundle). In limited circumstances, we or our affiliates may receive a flat rebate amount (and/or an administrative reimbursement amount, equal to approximately 1.0%). We 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 products, services or equipment be paid directly to us as revenue. In the fiscal year ended December 31, 2021, our total revenue was $7,797,265 and we received $1,434,419 or 18.4%% of our total revenue from required purchases from franchisees. In addition, during the last fiscal year, we received a Conference Incentive of $50,000 from US Foods and $10,000 from Coca Cola.

We currently negotiate a number of purchase arrangements with suppliers for the benefit of franchisees and the System at large. We do not currently have a purchasing or distribution cooperative of our own. However, we have engaged one or more third party companies that serve as quasi purchasing cooperatives, in that they aggregate demand for particular requested products across various different restaurant brands in order to negotiate favorable pricing. Franchisees are not required to directly participate in any such cooperative(s); any franchisee purchases of products negotiated through such cooperative(s) would be made through our then-current designated Single Source Approved Supplier(). We provide you with no material benefits (such as granting additional franchises) based on your purchase of particular

products or services or use of designated or approved suppliers. We do not provide or withhold material benefits to you (such as the right to renew or to open additional Restaurants) based on whether or not you purchase products through the suppliers we designate or approve; however, purchases of unapproved products or from unapproved suppliers in violation of the Franchise Agreement will be subject to a $250 per day fee, as well as other remedies available to us under the Franchise Agreement (including termination thereof) and applicable law. None of our officers currently own an interest in any approved supplier, but may in the future.

We estimate that your purchases from us or approved suppliers, or that must conform to our specifications, will represent approximately 65% to 85% of your total purchases in establishing and operating the Restaurant.

Computer Hardware and Software

You will be required to purchase and use the hardware, software and communication systems specified in our Manual or as otherwise specified by us. You will obtain and maintain operating software, accounting, internet, intranet and other business and industry software as specified by us and from suppliers designated by us. We currently require franchisees to purchase, maintain and utilize a point of sale system, as well as related hardware, from Revel Systems, Inc. The type of, and/or designated supplier for, such software may change from time-to-time. Because information and technology systems are constantly being improved, you must purchase any upgrades, enhancements or replacements to your computer system, computer software and personal communication system as we advise, although not more than once a year. In addition, in connection with our digital menu board program, you will be required to obtain and maintain three smart television screens to serve as your digital menu boards, and through our designated provider, we will manage the substance of such digital menu boards. We reserve the right to require you to pay us a monthly cost of approximately $20 per screen per Restaurant, a portion of which we will remit to our designated provider.

We may acquire or develop proprietary software for use by franchisees and if we do, you will be required to sign our then-current form of software license agreement and pay our then-current software license fee. We may establish a hardware and software help desk to assist franchisees or may require franchisee to engage the hardware and software support services of third party vendors, which may include affiliates of ours. We have received no revenues from sales of software or software support services, but we may receive revenues from these sources in the future.

Insurance

You must secure and maintain insurance coverage with insurance carriers acceptable to us and must meet our current minimum insurance requirements as described in this paragraph or as otherwise provided in the Manual. We currently require our franchisees to have the following insurance coverages: (1) comprehensive general liability, including broad form contractual liability, employment practices coverage, broad form property damage, personal injury, facilities, completed operations, products liability, automobile (covering all vehicles used in the delivery of catering and products from the Restaurant, including owned, hired and non-owned vehicles) and fire legal liability in the amount of $5,000,000; (2) all risks coverage for full repair and replacement value of all of the equipment, fixtures and supplies used in your Restaurant with an agreed amount endorsement equal to 100% of the property's value; (3) employer's liability, workers' compensation, and any other insurance that may be required by statute or rule of the state or locality in which the Restaurant is located and operated; (4) business interruption insurance of at least 50% of your annual gross sales excluding payroll, including naming us as an additional insured and loss payee for royalties that would have been paid by you based on the Restaurant's Gross Sales during the preceding 12 month period; (5) any insurance coverages required by the terms of the lease for the Restaurant premises; and (6) any other insurance coverages we may require in the future. In addition, related to any construction, renovation or remodeling of the Restaurant, you must maintain builders risks insurance and performance and completion bonds in forms and amounts, and written by a carrier or carriers, satisfactory

to us. All of the policies must name us, those of our affiliates that we specify, and the respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, as additional named insureds and must include a waiver of subrogation in favor of all those parties.

We have the right to require that you obtain from your insurance company a report of claims made and reserves set against your insurance. We reserve the right to change our insurance requirements during the term of your Franchise Agreement, including the types of coverage and the amounts of coverage, and you must comply with those changes. If you fail to obtain the insurance coverages we require we may, but are not obligated to, obtain insurance coverage on your behalf. You must reimburse the costs we incur and pay us a 10% administrative fee if we choose to obtain insurance coverage for you.

Advertising Materials

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

Site Selection

You must obtain our approval of the site for the Restaurant before you acquire the site. You must also obtain our approval of any contract of sale or lease for the Restaurant before you sign the contract or lease. At our request, you and your landlord must sign a Collateral Assignment of Lease with us (Exhibit B to the Franchise Agreement), permitting your lease to be assigned to us upon expiration or termination of your Franchise Agreement.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

In the table below, the following abbreviations have these meanings: FA means the Franchise Agreement and MUDA means the Multi-Unit Development Agreement.

Obligation	Article/Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/ lease	FA – Article 2 MUDA – Article 7	Items 8 and 11
b. Pre-opening purchases/leases	FA – Articles 7, 8 and 12	Items 5, 6, 7, 8 and 11
c. Site development and other pre-opening requirements	FA – Article 2	Items 1, 8 and 11
d. Initial and ongoing training	FA – Sections 5.3 – 5.9	Items 5, 6 and 11

Obligation	Article/Section in Agreement	Disclosure Document Item
e. Opening	FA – Sections 2.7, 5.4 and 8.9	Items 5, 6 and 11
f. Fees	FA – Articles 3, 4, 5, 7, 8, 11, 14 and 18 MUDA – Articles 5, 9 and 11	Items 5 and 6
g. Compliance with standards and policies/operating manual	FA – Articles 2, 3, 6, 7, 8, 9, 10, 11 and 12	Items 11 and 14
h. Trademarks and proprietary information	FA – Articles 9 and 10 and Exhibit D MUDA – Articles 10 and 12	Items 11, 13 and 14
i. Restrictions on products/services offered	FA – Section 7.7	Items 8 and 16
j. Warranty and customer service requirements	FA – Article 7	Item 8
k. Territorial development and sales quotas	MUDA – Article 3	Item 12
l. Ongoing product/service purchases	FA – Article 7	Items 6 and 8
m. Maintenance, appearance and remodeling requirements	FA – Articles 2, 7, 14 and 17	Items 8 and 11
n. Insurance	FA – Article 12	Items 7 and 8
o. Advertising	FA – Article 8	Items 6, 8 and 11
p. Indemnification	FA – Article 15 MUDA – Section 9.3	Item 6
q. Owner's participation/ management/staffing	FA – Articles 6, 14, 16 and 17 MUDA – Section 9.6	Items 1, 11 and 15
r. Records and reports	FA – Articles 4, 5, 7 11, 17 and 20	Item 6
s. Inspections and audits	FA – Articles 2, 7 and 11 MUDA – Section 12	Items 6, 8 and 11
t. Transfer	FA – Article 14 MUDA – Article 11	Items 6 and 17
u. Renewal	FA – Article 3 MUDA – Article 4	Items 6 and 17
v. Post-termination obligations	FA – Article 18 MUDA – Article 15	Items 6 and 17
w. Non-competition covenants	FA – Article 10 and Exhibit D MUDA – Article 10 and Exhibit E	Item 17

Obligation	Article/Section in Agreement	Disclosure Document Item
x. Dispute resolution	FA – Sections 14.5.4 and19.2 and Article 24 MUDA – Section 11.5(ii) and Article 17	Items 6 and 17
y. Liquidated damages	FA –Section 18.3	Item 6

ITEM 10
FINANCING

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

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

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

Pre-Opening Obligations

Multi-Unit Development Agreement: Under the Multi-Unit Development Agreement we will provide you with the following assistance:

1. We will grant to you development rights to a Development Area within which you will assume the responsibility to establish and operate an agreed-upon number of The Halal Guys Restaurants under separate Franchise Agreements (Multi-Unit Development Agreement, Section 2.1).

2. We will review site survey information on sites you select for conformity to our then-current standards and criteria for potential sites and, if the site meets our criteria, approve the site for development of a Restaurant (Multi-Unit Development Agreement, Section 8.1).

3. We will offer and perform the training, instruction, assistance and other activities set forth in the Franchise Agreements for your Restaurants. (Multi-Unit Development Agreement, Section 8.1)

Franchise Agreement: Before the opening of a Restaurant, we will provide the following assistance and services:

1. Our written site selection guidelines and the site selection assistance we deem advisable. (Franchise Agreement, Section 2.2.) The criteria we use when evaluating a site you propose includes: general location and neighborhood, traffic patterns, parking, size, physical characteristics of existing buildings, ease of access to the location, level of foot traffic, visibility to the site, co-tenants within the building, lease terms, level of competition in the area, and demographic characteristics such as income levels, household size, population density and ethnic mix. In addition, we may (but are not required to) generate a virtual report to evaluate the trends in the trade area in, and at the site at, which you propose opening your Restaurant; we may require you to pay our then-current reporting fee in connection with same. Once we have approved the location for your Restaurant, we will determine the boundaries of your Designated Territory, if applicable.

2. On loan, one set of prototypical architectural and design plans and specifications for a Restaurant for adaptation by you, at your expense. (Franchise Agreement, Section 2.4.)

3. On loan, our Manual, which we may revise during the term of your Franchise Agreement. (Franchise Agreement, Section 5.2)

4. A list of our Approved Suppliers of, and a list of specifications for certain fixtures, equipment, signs, supplies, goods and inventory you must purchase (however we do not deliver or install such items or provide any other assistance regarding the procurement of such items). The list of Approved Suppliers is subject to change during the term of your Franchise Agreement. (Franchise Agreement, Section 7.7.4.)

5. Our Initial Training Program. (Franchise Agreement, Section 5.3)

6. Review of and assistance with your Grand Opening Advertising Campaign to promote the opening of your Restaurant. (Franchise Agreement, Section 8.9.)

7. Our On-Site Opening Assistance for your first Restaurant. (Franchise Agreement, Section 5.4).

8. 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 Business, 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 Business 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 Business. (Franchise Agreement, Section 5.11.)

Continuing Obligations

Franchise Agreement: During the operation of a Restaurant, we will provide the following assistance and services:

1. As we reasonably determine necessary, visits to and evaluations of the Restaurant and the products and services provided to make sure that our high standards of quality, appearance and service of the System are maintained. (Franchise Agreement, Sections 5.5, 5.9 and 7.21.)

2. Review of your annual advertising plan, which must be submitted to us by not later than December 1st of each year for the next year. (Franchise Agreement, Section 8.6.)

3. Advice and written materials (including updates to the Manual) concerning techniques of managing and operating the Restaurant, including new developments and improvements in equipment, food products, recipes, packaging and preparation. (Franchise Agreement, Section 5.2.)

4. Training programs and seminars and other related activities regarding the operation of the Restaurant as we may conduct for you or Restaurant personnel generally, which may be mandatory for you, your General Manager, and other Restaurant personnel. (Franchise Agreement, Section 5.6.)

5. At your request or if we determine it is necessary, additional on-site training at your Restaurant. You must pay our weekly fee for each trainer, as well as reimburse each trainer's expenses. (Franchise Agreement, Sections 5.5 and 5.9.)

6. Administration of the Worldwide Creative Marketing Fund. (Franchise Agreement, Section 8.4.)

7. Indemnification against and reimbursement for all damages for which you are held liable in any proceeding arising out of your use of any of the Proprietary Marks (including settlement amounts), so long as you have fully complied with the terms of the Franchise Agreement. (Franchise Agreement, Section 9.4.)

8. Continue, if we determine to do so, to engage in the pricing activities described above in this Item 11. (Franchise Agreement, Section 5.11.)

Grand Opening Advertising: You must spend at least $15,000 on a Grand Opening Advertising Campaign to promote the opening of your Franchised Business. You and we will work together to create a plan for your Grand Opening Advertising Campaign, which plan will set forth your advertising and promotional obligations during the period immediately prior to and after the opening of your Restaurant. We must receive and approve your grand opening advertising plan, and you must present us with such documentation as we require (such as, by way of example, receipts, invoices, etc.) evidencing your full satisfaction of, and/or commitment to fully satisfy your grand opening advertising requirements no less than 60 days before you reserve your initial training. Once a Grand Opening Advertising Campaign has been finalized and approved, you agree to execute the Grand Opening Advertising Campaign and to fulfill all of your obligations thereunder. If we do not receive your grand opening advertising plan when required, we reserve the right to: (a) require you to pay us this amount to conduct the Grand Opening Advertising Campaign on your behalf or (b) create a grand opening advertising plan that you will be required to implement and conduct. Your Grand Opening Advertising Campaign must include the elements that we require, such as food and merchandise giveaways.

Worldwide Creative Marketing Fund: We have established a Worldwide Creative Marketing Fund that we administer and control. You must contribute 2% of your Restaurant's Gross Sales to the Worldwide Creative Marketing Fund (the "**Fund**"). The Halal Guys Restaurants that we and our affiliates own may (but need not) contribute to the Fund on the same basis as franchisees. In addition, we may (but are not required to) contribute money that we receive from certain approved suppliers to the Fund, but this does not reduce the Worldwide Creative Marketing Fee that you must pay. During fiscal year ending December 31, 2021, the Fund had the following expenditures: 33.82% was spent on production; 20.09% was spent on media placement; 11.26% was spent on administrative expenses; 19.66% was spent on loyalty program set-up costs and other program development costs; and, 15.17% was spent on other miscellaneous expenses..

We direct all advertising programs and have sole discretion to approve the creative concepts, materials and media used in the programs and their placement and allocation. The Fund is intended to maximize general public recognition and acceptance of the Proprietary Marks and improve the collective success of all Restaurants operating under the System. The Fund may be used to satisfy the costs of maintaining, administering, directing and preparing international, national, regional or local advertising. This includes: digital, television, radio, magazine and newspaper advertising campaigns; direct mail and outdoor billboard advertising; internet marketing; public relations activities; brand and consumer development research; employing advertising agencies; social media initiatives; point-of-purchase materials; consumer research, interviews and related activities; the creation, maintenance and periodic

modification of The Halal Guys 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 Fund receipts and expenditures; attendance at industry related conventions, shows or seminars; costs associated with online ordering, digital gift cards and promotions related to online ordering; 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; programs related to in-restaurant music streaming; conducting cryptocurrency, non-fungible token (NFTs) and other blockchain promotions; developing and maintaining a presence on any virtual platform (including, without limitation, the metaverse); other activities that we believe are appropriate to enhance, promote and/or protect the System; 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; the costs of our personnel and other departmental costs for advertising that we administer or prepare internally; presenting refresher training programs; and/or to offset the cost of an annual meeting of our franchisees. The Fund will not be used for any activity whose sole purpose is the sale of franchises. However, the design and maintenance of our website (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 Halal Guys brand and the franchise opportunity.

In administering the Fund, we and our designees are not required to make expenditures for you that are equivalent or proportionate to your contribution or to make sure that any particular franchisee or Restaurant benefits directly or *pro rata* from the placement of advertising. We are not obligated to spend any amount on advertising in your area or territory. The Fund is not a trust and we are not a fiduciary.

All sums you pay to the Fund will be maintained in a separate account from our general funds. We may reimburse ourselves out of the Fund for our reasonable administrative costs and expenses that we may incur in the administration or direction of the Fund and advertising programs for you and the System. The Fund and its earnings will not otherwise benefit us. The Fund is operated solely as a conduit for collecting and expending the Worldwide Creative Marketing Fees as outlined above.

We intend to spend most contributions to the Fund for advertising purposes during the fiscal year in which the contributions are made. If we spend more than the amount in the Fund in any fiscal year (in addition to any money we have to spend because we did not spend all the money in the Fund during the year before), then we can reimburse ourselves from the Fund during the next fiscal year for all excess expenditures during the preceding fiscal year, with interest. If we spend less than the total in the Fund during any fiscal year, we can either spend the unused money during the next fiscal year or we can rebate all or a portion of the unused money to franchisees on a proportionate basis for them to spend on local advertising and promotion. We will prepare an annual statement of the operations of the Fund that will be made available to you if you request it. We are not required to have the Fund statements audited.

We can use whatever media, create whatever programs and allocate marketing 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 international, national or regional advertising program or campaign cannot effectively advertise or promote in certain regions or communities. If we determine that the total Fund contributions collected from all The Halal Guys franchisees and company-owned units is insufficient to sustain a meaningful regional or international, 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.

Although the Fund is intended to be perpetual, we may terminate the Fund at any time. The Fund will not be terminated until all monies in the Fund have been spent for advertising purposes or returned to contributors on a *pro rata* basis. If we terminate the Fund, we have the right to reinstate it at any time and you must again contribute to the Fund. Any reinstated Fund will be maintained as described above.

Local Advertising: You must spend at least 1% of your Restaurant's Gross Sales each month for local advertising. We must approve all advertising before you use it. You must provide us with an annual advertising plan by December 1st of every year for the following year and we must approve this plan. You must also send us a monthly update to your advertising plan before the end of every month, including an expenditure report to show that you have complied with the local advertising requirements.

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

Advertising Cooperative: There are currently no formal advertising cooperatives; however, from time to time, franchisees have informally (and independent from our involvement) jointly contributed to the purchase of public relations support for their trade area. We may, from time to time, establish, change, merge or dissolve an advertising cooperative (each, an "**Advertising Cooperative**") for a geographic area in which 2 or more Restaurants are located, or we may approve of the formation of an Advertising Cooperative by our franchisees. The members of the Cooperative for any area will consist of all Restaurants, whether operated by us, our affiliates or our franchisees. If we form an Advertising Cooperative for your area, we will notify you in writing of the starting date, the amount of your Advertising Cooperative contributions and the rules, regulations and bylaws that will govern your Advertising Cooperative. If an Advertising Cooperative has been established for a geographic area where your Restaurant is located when the Franchise Agreement is signed, or if any Advertising Cooperative is established during the term of the Franchise Agreement, you must become a member of the Advertising Cooperative. We will determine the area of each Advertising Cooperative based on an area that we consider likely to be able advertise effectively on an Advertising Cooperative basis. If the Advertising Cooperative will operate according to written documents, we must approve of these documents and a copy of the Advertising Cooperative documents applicable to the geographic area in which your Restaurant will be located will be provided to you if you request it.

All contributions to the Advertising Cooperative will be maintained and administered in accordance with the documents governing the Advertising Cooperative, if any. The Advertising Cooperative will be operated solely as a conduit for the collection and expenditure of the Advertising Cooperative fees for the purposes outlined above. No advertising plans or materials may be used by the Advertising Cooperative or furnished to its members without first obtaining our approval. The Advertising Cooperative is not required to prepare an annual financial statement.

Other Advertising Information: There is no obligation for us to maintain any advertising program or to spend any amount on advertising in the area where your Restaurant is located. We currently advertise using print, radio and television, with local, regional, national and international coverage. We may employ both an in-house advertising department and national or regional advertising agencies. 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 15 days after receiving your proposed advertising material, the material is disapproved.

Website / Intranet / Social Media: We alone may establish, maintain, modify or discontinue all internet, worldwide web and electronic commerce activities pertaining to the System. We may establish one or more websites accessible through one or more uniform resource locators ("**URLs**") and, if we do, we may design and provide for the benefit of your Restaurant a "click through" subpage at our website for the promotion of your Restaurant. If we establish one or more websites or other modes of electronic commerce and if we provide a "click through" subpage at the website(s) for the promotion of your Restaurant, you must routinely provide us with updated copy, photographs and news stories about your Restaurant suitable for posting on your "click through" subpage. We reserve the right to specify the content, frequency and procedure you must follow for updating your "click through" subpage. We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website we establish and maintain, including any and all material you may furnish to us for your "click through" subpage.

Any websites or other modes of electric commerce that we establish or maintain may – in addition to advertising and promoting the products, programs or services available at The Halal Guys Restaurants – also be devoted in part to offering The Halal Guys franchises for sale and be used by us to exploit the electronic commerce rights which we alone reserve. In addition to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee e-mail, System discussion forums and System-wide communications (among other activities) can be done.

You may not maintain your own website; otherwise maintain a presence or advertise on the internet or any other mode of electronic commerce in connection with your Restaurant; establish a link to any website we establish at or from any other website or page; or at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates "The Halal Guys" name or any name confusingly similar to the Proprietary Marks. You are not permitted to promote your Restaurant or use any of the Proprietary Marks in any manner on any social media (as defined below), without our prior written consent. We will control all social media initiatives. You must comply with our System standards regarding the use of social media in your Franchised Business's operation, including prohibitions on your and the Franchised Business's employees posting or blogging comments about the Franchised Business or the System, other than on a website established or authorized by us ("**social media**" includes personal blogs, common social networks like Facebook, Instagram, FourSquare, MySpace, TikTok Snapchat, Reddit, YouTube, Vimeo, Tumblr, Pinterest, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools). We will provide access to branded social media pages/handles/assets, and you must update these regularly. We reserve the right to conduct collective/national campaigns via local social media on your behalf.

Advisory Council: We have established an advisory council to work with us to improve various aspects of our System, including advertising, merchandising, food products, and other items. If we choose to establish an advisory council, its members will include franchisee representatives and our representatives. The franchisee representatives may be chosen by us or elected by other franchisees in the System. If we permit you to participate in an advisory council you will be responsible for all costs you incur in connection therewith, such as travel and living expenses to attend meetings. The advisory council will act in an advisory capacity only and will not have decision making authority - we retain the right to make all decisions in our sole business judgment. We have the right to form, change, merge or dissolve any advisory council at any time.

Training:

Initial Training Program

We will provide our 4-week Initial Training Program to the following individuals: 1 Multi-Unit Operations Director, 1 General Manager, 3 Assistant General Managers and 1 cook, and (if we require their attendance, as we reserve the right to require in our sole discretion) all owners of the franchise (the "**Trainees**" and the first set of the Trainees who successfully complete the Initial Training Program, the "**Certified Trainees**"). In addition, we reserve the right to require that. We will conduct this Initial Training Program at our headquarters offices in Flushing, New York, at our Affiliate's Restaurants located in New York, New York, at your Restaurant and/or at another location we designate. The Initial Training Program will be offered at various times during the year depending on the number of new franchisees entering the System, replacement general managers, assistant general managers and other personnel needing training, the number of new Restaurants being opened and the timing of the scheduled openings of Restaurants.

No later than 10 days before the date your first Restaurant begins operation, all of the Trainee's must attend (all at the same time) and successfully complete (to our satisfaction, in our sole discretion) the Initial Training Program. If we reasonably conclude in our business judgment that any of the Trainees has failed to attend and/or successfully complete the Initial Training Program to our satisfaction, then that person (or, if more than one person failed then those persons) may re-enroll in the next scheduled Initial Training Program at no additional charge (and if there is more than one person who failed, all such persons must attend the next scheduled Initial Training Program at the same time). If any of the Trainees fail to attend or successfully complete the Initial Training Program after being afforded the right to re-enroll, such failure will be a material and incurable breach of the Franchise Agreement which will entitle us to terminate your Franchise Agreement immediately upon notice, with no opportunity to cure (and if we do, you will not be entitled to any refund).

If the Restaurant you are opening is your second or subsequent Restaurant operating under the System, then attendance at such Initial Training Program will be optional, so long as the Restaurant staff of each such subsequent Restaurant is adequately trained by Certified Trainees. However, any additional and/or subsequently appointed Multi-Unit Operations Director must attend and successfully complete the Initial Training Program.

The Initial Franchise Fee includes the cost of the Initial Training Program for the Trainees. You must pay our then-current fee (currently, $2,000 per person) for the Initial Training Program we provide to a replacement or successor employee, or for any additional trainee you request attend the Initial Training Program. You must also pay for all expenses your trainees incur while attending any training program, including costs of travel, lodging, meals and wages.

The Initial Training Program is currently conducted by our certified trainers. Each of our trainers has between 5 and 10 years of experience relevant to the subject being taught, and at least 1 year of experience with us and/or our Affiliate (except for one trainer who just started with us in December of 2021). We reserve the right to make changes in our training staff as we deem necessary and advisable without prior notice. In addition, we may determine from time to time, in our sole judgement, to suspend in-person gatherings such as the Initial Training Program and instead conduct them virtually. The instructional materials used in the initial training consist of our Manual, marketing and promotion materials, and any other materials that we believe will be beneficial to our franchisees in the training process.

TRAINING PROGRAM

Column 1 Subject	Column 2 Hours of Classroom Instruction	Column 3 Hours of On-the-Job Training	Column 4 Location
Orientation	4	4	The Halal Guys Catering Center, located in Long Island City, NY
Food & Kitchen Safety	2	4	The Halal Guys Commissary located in Astoria, NY
Food Prep & Cooking	2	56	The Halal Guys Commissary located in Astoria, NY; and/or The Halal Guys Restaurants located on Amsterdam Avenue, 14th Street in New York, NY and The Catering Center in Long Island City, NY.
Inventory & Cost Control	6	4	The Halal Guys Restaurant located on Amsterdam Avenue in New York, NY and The Catering Center, Long Island City, NY
General Restaurant Management	2	58	The Halal Guys Restaurant located on Amsterdam Avenue in New York, NY
POS System & Cashier Training	2	8	The Halal Guys Restaurant located on Amsterdam Avenue in New York, NY
Grand Opening Plans	6	2	The Halal Guys Restaurant located on Amsterdam Avenue in New York, NY, The Catering Center in Long Island City, NY or at The Halal Guys headquarters in Woodside, NY

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

We maintain training requirements which will change and evolve, but will be applied chain-wide and which will include being certified to perform and train others on every station in the Restaurant. You must attend and successfully complete periodic or annual corporate training programs which are required of all franchisees and specifically of franchisees in operational default.

On-Site Training

If you are opening your first The Halal Guys Restaurant, we will provide you with one of our representatives, for up to 5 days, to furnish on-site pre-opening assistance and training before the opening of your Restaurant ("**On-Site Opening Assistance**"). You will be required to pay us a non-refundable fee of $15,000 in connection with such On-Site Opening Assistance (the "**On-Site Opening Assistance Fee**"). This fee is payable in a lump sum and is not refundable. If you are opening your second or later Restaurant, we may (as determined in our sole discretion), but need not, furnish such On-Site Opening Assistance. If we do, you will be required to pay us the On-Site Opening Assistance Fee.

Aside from the On-Site Opening Assistance described above, you may request on-site training or assistance at any time in accordance with guidelines we may specify in the Manual or otherwise. We will not be obligated to provide additional on-site training or assistance, but if we elect to do so, you will be required to pay our then-current weekly rate for each trainer we send to your Restaurant (currently, $2,000) and you must reimburse each trainer's expenses, including travel, lodging and meals. The timing of all advice, consultation and training provided for in this Agreement will be subject to the availability of our personnel.

Ongoing Training

You and the employees that we designate will be required to be ServSafe certified for the duration of your franchise term (and any renewal thereof) and/or the duration of that employee's employment with your Restaurant. Employees who we designate to receive their ServSafe certification will receive training in the proper: (i) manner of handling, cooking and cooling food, and (ii) cleaning and sanitation procedures to use to prevent food borne illnesses and protect customers' health. In addition to attending the ongoing training necessary to maintain your and your employees' ServSafe certification, we reserve the right to develop and conduct other additional or refresher training programs, seminars and other related activities regarding the operation of the Restaurant, which we may require that you and certain other Restaurant personnel attend and successfully complete. We will determine the duration, curriculum and location of these future additional training programs. We will choose the location for the refresher training, which may be our headquarters, a conference center or a resort or hotel close to our headquarters. We expect that refresher training will be held in New York, New York. 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 reserve the right to charge our then-current training fees for such programs (currently, up to $1,500 per person). 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.

Franchisee Meetings

We reserve the right to hold meetings for all franchisees and other The Halal Guys Restaurant operators on a regional, national basis and/or international basis, which meetings shall not occur more frequently than annually. We will determine the duration, curriculum and location of these Franchisee Meetings. We will choose the location for the franchisee meeting, which may be our headquarters, a

conference center or a resort or hotel close to our headquarters. We shall not be required to hold such meetings unless we believe it is prudent to do so. These meetings may be used to provide additional training, introduce new products or changes to the System, or for other reasons. We reserve the right to designate that attendance at any franchisee meeting is mandatory for you, your General Managers, Assistant General Managers and/or other Restaurant personnel. We reserve the right to charge our then-current training fees for such Franchisee Meeting (currently, $1,500 per attendee), and you shall pay for all of the expenses incurred by your attendees at the meeting, including travel, lodging, meals and wages.

Field Support Services

After you open 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, 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 Restaurant. The timing of our field support and headquarter consultation services will be subject to the availability of our personnel.

Confidential Operations Manual: The Table of Contents for our Manual is attached to this Disclosure Document as Exhibit F. Our Confidential Operations Manual consists of approximately 859 total pages.

Site Selection and Opening: You must assume all costs, liabilities, expenses and responsibility for locating, obtaining and developing a site for the Restaurant and for constructing and equipping the Restaurant at the accepted site. We generally do not own the premises and lease it to you. You will select the site for the Restaurant subject to our approval and using our site submittal forms and/or criteria. The Restaurant may not be relocated without first obtaining our written consent and payment of our relocation fee. The Restaurant site you select must satisfy our site selection guidelines. If you request that we conduct an on-site evaluation, then before we conduct the on-site evaluation, you must submit to us in the form we specify a description of the site, including evidence that the site satisfies our site selection guidelines, together with other information and materials that we may reasonably require, including a letter of intent or other evidence that confirms your favorable prospects for obtaining the site. For any on-site evaluation or other location assistance, you must pay our then-current per diem fee and reimburse our costs related to the evaluation, such as travel and living expenses while conducting the evaluation of the site.

You must submit information and materials for the proposed site to us for approval no later than 180 days after you have signed the Franchise Agreement. We will have 30 days after we receive this information and materials from you to approve or disapprove the proposed site as the location for the Restaurant. If we do not provide our specific approval of a proposed site, the site is deemed not approved. Our approval of your Restaurant site only means that the site has met our minimum requirements for a The Halal Guys Restaurant and does not mean or imply anything else. If you are unable to locate a site for your Restaurant within 180 days after you sign the Franchise Agreement, we have the right to terminate your Franchise Agreement and keep the entire Initial Franchise Fee. If we cannot agree on a proposed site within 180 days after you sign the Franchise Agreement, we may elect to terminate the Franchise Agreement and keep the entire Initial Franchise Fee.

We estimate that the time from when the Franchise Agreement is signed to the opening of the Restaurant will be approximately between 9 and 12 months. This time may be shorter or longer depending on the time necessary to obtain an accepted site, to obtain financing, to obtain the permits and licenses for the construction and operation of the Restaurant, to complete construction or remodeling as it may be affected by weather conditions, shortages, delivery schedules and other similar factors, to complete the interior and exterior of the Restaurant, including decorating, purchasing and installing fixtures, equipment and signs, and to complete preparation for operating the Restaurant, including purchasing inventory and supplies. You must open the Restaurant and begin business within 12 months after: (i) the effective date of

the Franchise Agreement, or (ii) the date that we approved the site for the Restaurant, whichever occurs first. If the Restaurant is not open within this timeframe, then (in addition to other remedies available to us under applicable law and/or your Franchise Agreement), you must pay us a Delayed Opening Fee equal to $100 per day for each day that your opening is delayed, up to a maximum of 90 days.

If you are a Multi-Unit Operator, you must sign your first Franchise Agreement at the same time you sign the Multi-Unit Development Agreement and must open each franchised Restaurant by the deadline set forth in the Development Schedule you and we mutually upon. If the Restaurant is not open within the deadlines set forth in such Development Schedule, then (in addition to other remedies available to us under applicable law and/or your Multi-Unit Development Agreement, such as termination), you must pay us a Delayed Opening Fee equal to $100 per day for each day that your opening is delayed up to a maximum of 90 days. The typical length of time between the signing of the Franchise Agreement and the opening of your Restaurant is the same as for an individual franchisee.

Computer, Software and Point of Sale System: Before commencing the operation of your Restaurant, you must purchase the required back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at Restaurants, between or among Restaurants, and between and among your Restaurant and us and/or you; Point of Sale Systems; physical, electronic, and other security systems; printers and other peripheral devices; archival back-up systems; and internet access mode and speed (collectively, the "**Computer System**"). You shall record all sales on computer-based point of sale systems approved by us or on such other types of systems as may be designated by us in the Manual or otherwise in writing ("**Point of Sale Systems**"), which shall be deemed part of your Computer System. The Point of Sale System is used to collect and monitor point of sale information and to create business reports, and may be used to collect and monitor inventory control and shrinkage, payroll and accounting information, your Restaurant's Gross Sales, processing gift cards and loyalty cards, and credit card sales. We will have independent access to Computer System and we may retrieve from Computer System all information that we consider necessary, desirable or appropriate.

You must obtain and maintain high-speed communications access, such as broadband, DSL or other high-speed capacity that we require for your Computer System. You must provide all assistance we require to bring your Computer System online with our computers at the earliest possible time and to maintain these connections as we require. You must input and maintain in your Computer System all data and information which we prescribe in our Manual and otherwise. We may retrieve from your Computer System all information that we consider necessary, desirable or appropriate. We will bear the costs of this information retrieval. You must accurately, consistently and completely record, structure, capture and provide through the Computer System all information concerning the operation of the Restaurant that we require, in the form and at the intervals that we require. You also must maintain at all times a functioning e-mail address for your Franchised Business.

The following is a general description of our Computer System that you must purchase and maintain for each Restaurant: 1 desktop computer of a make and model that we designate; 1 printer of a make and model that we designate; 1 scanner of a make and model that we designate; 1 Microsoft Office current and complete software suite for business; 1 tablet to process curbside pickup notifications through OLO EXPO; and, 2 Revel based Point of Sale Systems. We expect that the Computer System will cost approximately between $5,000 and $20,000 and may require additional annual software licensing fees of approximately $3,500 to $5,000. Our specific requirements for the hardware and software components of the Computer System (which we may, in our sole discretion, update from time to time) will be included in our Manual. In addition, you must purchase a maintenance contract for your point of sale system, which we anticipate will cost approximately between $4,000 and $5,000 annually.

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

You must, at your expense, keep your Computer System in good maintenance and repair. You shall make, from time to time, such upgrades and other changes to the Computer System and Required Software as we may require in writing (collectively, "**Computer Upgrades**"). By way of example, but without limitation, we may change our designated Point of Sale System vendor at any time and in our sole discretion, and if and when we do, you will be required (at your sole cost and expense) to utilize such new vendor. We may also 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 System hardware, software, telephone and power lines and other Computer System facilities as we direct, on the dates and within the times we specify in our Manual or otherwise. You shall comply with all specifications issued by us with respect to the Computer System and the Required Software, and with respect to Computer Upgrades. You shall also afford us unimpeded access to your Computer System and Required Software as we may request, in the manner, form, and at the times requested by us. The Franchise Agreement does not limit our ability to require you to update and/or upgrade your Computer System and Required Software or the cost of any update and/or upgrade. Neither we nor any of our affiliates will provide you with any maintenance, updates and/or upgrades for your Computer System and Required Software.

ITEM 12
TERRITORY

Franchise Agreement: Under the Franchise Agreement we grant you the right to operate a Restaurant at a specific location that we have approved. You will select the site for the Restaurant subject to our approval and using our site submittal forms and/or criteria. The Franchise Agreement does not grant you any territorial rights beyond whatever geographic radius is listed in the Franchise Agreement. The designated geographical territory ("**Designated Territory**") will depend on whether your Restaurant will be located in an urban or a suburban setting. If your Restaurant is located in an urban setting, you will be granted a radius of 1/4 mile, and if your Restaurant is located in a suburban setting, you will be granted a radius of 2 miles surrounding your Restaurant. The actual boundaries of your Designated Territory will not be determined until the location for your Restaurant has been determined. You may not directly solicit customers outside of your Designated Territory. If the Restaurant is located at a Non-Traditional Site (as that term is defined below), then it will not have any Designated Territory. We reserve the right to adjust the boundaries of the Designated Territory at any time or if we feel it conflicts with another franchisee's designated territory or trade area.

You may not conduct delivery and catering from your Franchised Business, unless you secure our prior written approval (which we can withhold for any reason) and comply with our then-current standards regarding same (including, without limitation, the use of specified approved delivery service providers and the execution of required third-party agreements in accordance with same). If we permit you to do so, you will not have a protected delivery area and customers may be able to order, pick up and take out from any Restaurant it so desires (even if within your Designated Territory).

You may not sell any products at wholesale or retail. Under no circumstance will you be permitted to serve alcoholic beverages.

While the Franchise Agreement is in effect, we will not establish or operate, nor license any other person to establish or operate, a Restaurant in the Designated Territory, except as may be permitted under the Franchise Agreement and those exceptions are described below. These restrictions do not apply to The Halal Guys Restaurants in operation, under lease or construction or other commitment to open in the Designated Territory as of the effective date of the Franchise Agreement.

Both within and outside of the Designated Territory, and during or following the Initial Term, we alone may engage in the following activities: (1) operating and/or franchising others to operate restaurants identified in whole or in part by the Proprietary Marks and/or utilizing the System that are located in gas stations; transportation facilities, including airports, train stations, subways and rail and bus stations; military bases and government offices and facilities; sports facilities, including stadiums and arenas; theaters; reports; amusement parks, zoos and convention centers; car and truck rest stops and travel centers; educational facilities; recreational theme parks; hospitals and health care facilities; business or industrial foodservice venues; guest lodging facilities; day care facilities of any type; condominium and cooperative complexes; the premises of any third party retailer which is not a restaurant (including shops, stores and department stores); food retailers (including supermarkets, grocery stores and convenience stores); malls and mall food courts; schools and universities; venues in which foodservice is or may be provided by a master concessionaire or contract foodservice provider; Indian reservations; casinos; ghost kitchens, cloud kitchens and other delivery-only concepts; or any similar captive market or any other location to which access to the general public is restricted (a "**Non-Traditional Site**"); (2) selling System programs, products and services to national, regional and institutional accounts; (3) offering and selling 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 or channel of distribution, including without limitation, through the internet/worldwide web/virtual platforms (including without limitation the metaverse); any other form of electronic commerce; engage in cryptocurrency, non-fungible token (NFTs) and other blockchain promotions; "800" or similar toll-free telephone numbers; supermarkets, grocery stores and convenience stores; ghost kitchens, cloud kitchens and other delivery-only concepts; mail order; catalogs; television sales (including "infomercials"); or, any other channel of distribution except for a Restaurant in your Designated Territory ("**Alternative Distribution Methods**"); (4) selling and distributing products identified by the Proprietary Marks to restaurants other than restaurants identified by the Proprietary Marks or awarding national, regional or local licenses to third parties to sell products under the Proprietary Marks in foodservice facilities primarily identified by the third party's trademark, provided those restaurants or foodservice facilities are not licensed to use the Proprietary Marks in connection with their retail sales; and, (5) developing and/or owning other franchise systems for the same or similar products and services using trade names and trademarks other than the Proprietary Marks. In addition, we may purchase, merge, acquire, be acquired by or affiliate with existing competitive or non-competitive franchise or non-franchise and operating those businesses under any name or mark (including the Proprietary Marks) regardless of the location of that other business' facilities which may be in or immediately proximate to the Designated Territory. We are not required to pay you any consideration if we exercise any right specified above in the Designated Territory.

If any Non-Traditional Site (as described above) is located within the physical boundaries of your Designated Territory, then the premises of this Non-Traditional Site will not be included in your Designated Territory and you will have no rights to this Non-Traditional Site.

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 and our affiliates are not prohibited from: (1) operating and franchising others to operate, during the term of the Franchise Agreement, The Halal Guys Restaurants at any location outside of the Designated Territory; (2) operating and franchising others to operate, after the Franchise Agreement terminates or

expires, The Halal Guys Restaurants at any location, including locations inside the Designated Territory; and (3) operating and franchising others to operate at any location, during or after the term of the Franchise Agreement, any type of restaurant other than a The Halal Guys Restaurant.

Except as expressly limited above, we and our affiliates have the right to conduct any business activities, under any name, in any geographic area and at any location, regardless of the proximity to your Restaurant or the economic effect on your Restaurant or your activities under the Franchise Agreement.

If, during the term of the Franchise Agreement, you wish to relocate your Restaurant, or if the Restaurant is damaged or destroyed and cannot be repaired within 60 days, you must submit to us in writing the materials we require to consider your relocation request, including information concerning the proposed new location for the Restaurant and payment of our then-current relocation fee (currently $10,000) which will be used to off-set the costs relating to the evaluation of the new location. You must also meet certain other requirements, such as being in compliance with the Franchise Agreement, the location meeting our then-current requirements for a The Halal Guys Restaurant, and the new location being situated within your Designated Territory. We will use our then-current criteria in reviewing a proposed new location for your Restaurant.

There are no minimum sales amounts, market penetration or other contingency that you must meet to retain your rights to the Designated Territory, but you must comply with your Franchise Agreement, the System and all of our requirements.

Multi-Unit Development Agreement: Under the Multi-Unit Development Agreement we grant you the right to develop and operate the specified number of The Halal Guys Restaurants in a specified Development Area, each as you and we mutually agree upon prior to the execution of the Multi-Unit Development Agreement. The Development Area, which is an exhibit to the Multi-Unit Development Agreement, is typically described in terms of municipal boundaries, county boundaries or specified trade areas within a municipality. The actual size of the Development Area will vary depending upon the availability of contiguous markets, our long range development plans, your financial and operational resources, population and market conditions. Our designation of a particular Development Area is not an assurance or warranty that there are a sufficient number of suitable sites for Restaurants in the Development Area for you to meet your Development Schedule. The responsibility to locate and prepare a sufficient number of suitable sites is solely yours and we have no obligation to approve sites which do not meet our then-current criteria so you can meet the Development Schedule.

We reserve the right to adjust or reassign any of the trade areas in the Development Area if we believe that this serves your best interest, or if there is a conflict with another multi-unit operator's or franchisee's trade area. We reserve the right to move that trade area to an unoccupied trade area. Other than the above circumstance, the Development Area may not be altered unless we and you mutually agree to do so.

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.

Except as described below, during the term of the Multi-Unit Development Agreement, we and our affiliates will not operate or grant a franchise for the operation of Restaurants to be located within the Development Area. However, we have the right to terminate your development rights if you are not in full compliance with all of the terms and conditions of the Multi-Unit Development Agreement (including the agreed upon Development Schedule) and all of the Franchise Agreements signed under it.

Both within and outside of the Development Area, and during or following the Term, we alone may engage in the following activities: (1) operating and/or franchising others to operate restaurants identified

in whole or in part by the Proprietary Marks and/or utilizing the System that are located in Non-Traditional Sites; (2) selling System programs, products and services to national, regional and institutional accounts; (3) offering and selling products or services and/or their components or ingredients (including those used or sold by your Franchised Businesses), whether or not a part of the System, through any Alternative Distribution Method; (4) selling and distributing products identified by the Proprietary Marks to restaurants other than restaurants identified by the Proprietary Marks or awarding national, regional or local licenses to third parties to sell products under the Proprietary Marks in foodservice facilities primarily identified by the third party's trademark, provided those restaurants or foodservice facilities are not licensed to use the Proprietary Marks in connection with their retail sales; and, (5) developing and/or owning other franchise systems for the same or similar products and services using trade names and trademarks other than the Proprietary Marks. In addition, we may purchase, merge, acquire, be acquired by or affiliate with existing competitive or non-competitive franchise or non-franchise and operating those businesses under any name or mark (including the Proprietary Marks) regardless of the location of that other business' facilities which may be in or immediately proximate to the Development Area. We are not required to pay you any consideration if we exercise any right specified above in the Development Area.

To maintain your rights under the Multi-Unit Development Agreement you must have open and in operation the cumulative number of The Halal Guys Restaurants stated on the Development Schedule by the dates agreed upon in the Development Schedule. If you fail to comply with the Development Schedule, such failure will constitute a material breach of the Multi-Unit Development Agreement, and we will have the right to: (i) impose a delayed opening fee in the amount of $100 per day for each day that the specified opening date is delayed, up to a maximum of 90 days; (ii) reduce, in whole or in part, the size of the Development Area within which you will have rights; (iii) reduce, in whole or in part, the total number of Restaurants that you will have the right to develop; or, (iv) terminate the Multi-Unit Development Agreement.

Upon completion of the Development Schedule, your development rights under the Multi-Unit Development Agreement with respect to the Development Area will terminate. We and our affiliates will have the right to operate and to grant to others development rights and franchises to develop and operate Restaurants within the Development Area, subject to the Designated Territories granted to each of your particular Restaurants under the terms of their Franchise Agreements.

There are no minimum sales goals, market penetration or other contingency that you must meet to keep the development rights to your Development Area, other than your compliance with the Development Schedule.

You are not granted any other option, right of first refusal or similar right to acquire additional Restaurants in your Development Area under the Multi-Unit Development Agreement, except as described above.

ITEM 13
TRADEMARKS

The Franchise Agreement grants you the right to use certain trademarks, trade names, service marks, symbols, emblems, logos and other indicia of origin which we designate, including the Proprietary Marks described in Item 1 and below. These Marks may be used only in the manner we authorize and only for the operation of your Franchised Business. The Multi-Unit Development Agreement does not give you the right to use the Proprietary Marks or our System.

Our Affiliate has registered the following principal Marks on the Principal Register with the U.S. Patent and Trademark Office ("**USPTO**"):

Mark	Registration Date	Registration Number
(design mark)	December 4, 2012	4,253,743
THE HALAL GUYS® (word mark)	December 4, 2012	4,253,742
(design mark)	December 4, 2012	4,254,017
(design mark)	August 25, 2015	4,798,968
THE HALAL GUYS® (word mark)	September 1, 2015	4,803,016
(design mark)	October 24, 2017	5,317,705
WE ARE DIFFERENT® (word mark)	March 7, 2017	5,155,658

There are presently no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, no pending infringement, opposition or cancellation proceedings and no pending litigation involving any of the Proprietary Marks that may significantly affect the ownership or use of any Mark listed above which may be relevant to their use in this state or in any other state. We do not know of either superior prior rights or infringing uses that could materially affect your use of the Proprietary Marks in the state where the Restaurant will be located. There is no pending material federal or state court litigation regarding our use or ownership rights in the Proprietary Mark. All required affidavits and other documents pertaining to the Proprietary Marks will be

filed when necessary to maintain the Proprietary Marks and all renewals will be filed when necessary to renew the registrations of the Proprietary Marks.

There are no agreements currently in effect which limit our right to use or to license others to use the Proprietary Marks, except for the perpetual trademark license agreement between us and our Affiliate dated June 7, 2013.

You must immediately notify us if you become aware of any infringement of the Proprietary Marks or of any challenge that a third party makes to your use of any of the Proprietary Marks or claim by any person of any rights in any of the Proprietary Marks. If you learn that any third party whom you believe is not authorized to use the Proprietary Marks is using the Proprietary Marks or any variant of the Proprietary Marks, you must promptly notify us. We or our affiliates 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.

We or our affiliates 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, provided that the conduct of you and your principals in connection with any litigation is consistent with our interests to uphold the Proprietary Marks, and further provided that your use of the Proprietary Marks has been strictly consistent with the terms of the Franchise Agreement. We can take action and have the right to exclusively control any litigation or USPTO or other administrative or agency proceeding caused by any infringement, challenge or claim or otherwise relating to any of the Proprietary Marks. We or our affiliates have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you. You must cooperate with us and sign any and all appropriate documents, and do what may, in our counsel's opinion, be necessary or advisable to protect our and our affiliates' interests in any litigation or USPTO or other administrative or agency proceeding or to otherwise protect and maintain our and our affiliates' interests in the Proprietary Marks. You may not settle or compromise any of these claims without our previous written consent. We or our affiliates will have the right to defend and settle any claim at our sole expense, using our own counsel. You must cooperate with us or our affiliates 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 or our affiliates' 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. For example, we will not indemnify you if the alleged infringement pertains to a mark that you have chosen to use as the name of your business. We will not hire and pay for separate counsel for you unless that is necessary under attorney conflict rules. Except as provided above, we are not obligated by the Franchise Agreement to protect any rights granted to you to use the Proprietary Marks or to protect you against claims of infringement or unfair competition with respect to them. Although we are not contractually obligated to protect the Proprietary Marks or your right to use them, as a matter of corporate policy we intend to defend the Proprietary Marks vigorously.

When the foregoing Proprietary Marks are used, they should be followed by the symbol ® as shown on each mark above to indicate they are registered. You may not use the Proprietary Marks as a part of your own corporate or other legal or trade name, nor in any domain name you might adopt to promote your business, nor can you create Facebook pages or other social media accounts using the Proprietary Marks. You must sign any documents that we may require to if necessary to register and/or protect the Proprietary Marks or to maintain their continued validity and enforceability. In addition, you may not directly or indirectly contest the validity of our ownership of or our rights in and to the Proprietary Marks.

If it becomes advisable at any time in our sole discretion, we may require you, at your expense, to discontinue or modify your use of any of the Proprietary Marks or to use one or more additional or substitute trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin if we determine that

an addition or substitution will benefit the System. You must comply with our directions within a reasonable period of time after receiving notice. We will not be obligated to reimburse you for any loss of revenue attributable to any modified or discontinued Proprietary Marks or for any expenditure you make to promote a modified or substituted trademark or service mark.

The license to use the Proprietary Marks granted in the Franchise Agreement is non-exclusive to you. We have and retain certain rights in the Proprietary Marks including the following: (1) to grant other licenses for the use of the Proprietary Marks in addition to those licenses already granted or to be granted to franchisees; (2) to develop and establish other systems using the Proprietary Marks or other names or marks, and to grant licenses or franchises in those systems without providing any rights to you; and (3) to engage, directly or indirectly, at wholesale, retail or otherwise, in (a) the production, distribution, license and sale of products and services and (b) the use of the Proprietary Marks and any and all other trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics we may develop for that purpose.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents: We hold no patents and we have no pending patent applications that are material to the franchise.

Copyrights: We have not filed any copyright applications with the United States Copyright Office that have not yet been registered. We claim copyrights on certain software, forms, advertisements, promotional materials and other written materials. We also claim copyrights and other proprietary rights in the Manual. There are no agreements currently in effect which significantly limit your right to use any of our copyrights and 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. 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 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 Operations Manual: You must operate the Restaurant in accordance with the standards and procedures specified in the Manual. One copy of the Manual will be loaned to you by us for the term of the Franchise Agreement. You must treat the Manual and any other manuals we create or approve for use in your operation of the Restaurant, and the information contained in them, as confidential. You must also use all reasonable efforts to maintain this information as secret and confidential and you must not duplicate, copy, record or otherwise reproduce these materials, in whole or in part, or make them available to any unauthorized person. The Manual remains our sole property and must be kept in a secure place on the Restaurant premises. We may revise the contents of the Manual and you must comply with each new or changed standard. You must also make sure that the Manual is kept current at all times. If there is a dispute regarding the contents of the Manual, the terms of the master copy maintained by us at our home office will be controlling.

Confidential Information: We claim proprietary rights in certain of our recipes which are included in the Manual and which are our trade secrets. You may never – during the Initial Term, any Renewal Term, or after the Franchise Agreement expires or is terminated – reveal any of our Confidential Information (as defined below) to another person or use it for any other person or business. You may not copy, record or otherwise reproduce any of our Confidential Information or give it to a third party except as we authorize. Any and all information, knowledge, know-how and techniques related to the System that we communicate to you, including the Manual, recipes, plans and specifications, marketing information and strategies and

site evaluation, selection guidelines and techniques, are considered confidential. Our Confidential Information will include information, knowledge, trade secrets or know-how used or embraced by the System, the Manual, and many other matters specified in the Franchise Agreement.

"**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 Manual (including supplements to the Manual); 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 hardware and 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 and records generated and/or otherwise maintained by your Franchised Business; our and, if in the future we permit, your internet/web protocols, procedures and content; 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 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; and, all other information, knowledge and know-how which either we or our affiliates, now or in the future, designate as confidential.

Under the Franchise Agreement and under the Multi-Unit Development Agreement, the following persons must sign our Confidentiality/Non-Competition Agreement (Exhibit D to the Franchise Agreement and Exhibit E to the Multi-Unit Development Agreement):

1. Before employment or any promotion, your Multi-Unit Operations Director, General Manager, Assistant General Manager and all other managerial personnel; and
2. 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.

We will be a third party beneficiary of these covenants with the independent right to enforce them.

If you, your General Manager, Assistant General Managers, Multi-Unit Operations Directors or employees develop any new concept, process or improvement in the operation or promotion of the Restaurant, you must promptly notify us and give us all necessary information and irrevocably assign same to us, free of charge. You and they must acknowledge that any of these concepts, processes or improvements will become our property and we may give the information to other franchisees.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

It is our current practice to require franchisees and area developers to form a business entity (e.g. a corporation, limited liability company, partnership or any other type of business entity), prior to executing the Multi-Unit Development Agreement and Franchise Agreement, in order to serve as "franchisee" and "area developer," respectively.

When you sign a Franchise Agreement, you must designate and retain at all times at least 1 "General Manager" and 3 "Assistant General Manager(s)". Your General Manager and Assistant General Managers need not have any equity interest in the franchisee entity. You must also retain other personnel as are needed to operate and manage the Restaurant. The General Manager and Assistant General Managers must satisfy our educational and business criteria, as provided to you in the Manual or other written instructions, and must be individually acceptable to us. In addition, the General Manager and Assistant General Managers must be responsible for the supervision and management of the Restaurant, and devote their full time and commercially reasonable efforts to this activity. The General Managers and Assistant General Managers also must satisfy our applicable training requirements to our satisfaction. One of your owners can serve as a General Manager if he/she has at least 3 years of previous restaurant management or restaurant ownership experience. If a General Manager or Assistant General Manager cannot serve in the position or does not meet the requirements, he or she must be replaced within 60 days. Notwithstanding the foregoing, you and all of your owners are individually responsible for ensuring that your Restaurant is at all times operated in compliance with the Franchise Agreement and Manual.

If you employ any individual as a General Manager or in a managerial position who is at the time employed in a managerial position by us or any of our affiliates, or by another of our franchisees, you must pay the former employer for the reasonable costs and expenses the employer incurred for the training of the employee.

Your General Manager, Assistant General Manager, and the other persons listed in Item 14 must sign our Confidentiality and Non-Competition Agreement (Exhibit D to the Franchise Agreement) and keep our confidential or proprietary information confidential (see Item 14). We will be a third party beneficiary to each agreement with the independent right to enforce the agreement's terms.

Each owner of a 5% or greater interest in you must sign a personal guarantee in the form of Exhibit K to the Franchise Agreement. A spouse of a direct or indirect owner is not required to sign the guarantee, unless the spouse also has a direct or indirect ownership interest in the business entity.

In addition, if you enter into a Multi-Unit Development Agreement, we may require you to, at all times employ, at your own expense, a designated operations director to oversee the day to day operation of all of your franchised Restaurants and to serve as our main point of daily contact with authorization to communicate directly with us and to make management decisions in connection with same (the "**Multi-Unit Operations Director**"). Your proposed Multi-Unit Operations Director must satisfy our educational and business criteria, be approved by us in advance, complete our Initial Training Program, and sign our Confidentiality and Non-Competition Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell or offer for sale all menu items, food products, and other products and services we require, in the manner and style we require. You must sell and offer for sale only the menu items and other products and services that we have expressly approved in writing. You must not deviate from our standards and specifications without first obtaining our written consent. You must stop selling and offering for sale any menu items, products or services that we may disapprove in writing at any time. We have the right to change the types of menu items, products and services offered by you at the Restaurant at any time, and there are no limits on our right to make those changes. We also have the right to modify menu offerings for a particular Restaurant based on regional tastes and/or ingredients. If we do this, we do not have to grant you a similar modification or variance. There are no limits on our rights to make these changes.

If you would like to sell any product, service or program which is not a part of the 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 System (though we will not be required to, but may, authorize it for sale at one or more other company-owned and/or franchised 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.

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

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

In addition to modifications of the System, we may incorporate into the System products, services or programs 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 Restaurant, along with other Restaurants, will be required to offer and sell (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 Restaurant and the furnishing, fixtures, equipment, signs and trade dress at your Restaurant. If you receive written notice of our institution of Co-Branding, you must implement the Co-Branding at your Restaurant. The Franchise Agreement does not place any limit on our rights of to require you to make changes for Co-Branding.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	3.1	10 years, unless terminated earlier.
b. Renewal or extension of the term	3.2	10 years, if you are in good standing and comply with renewal conditions procedures.
c. Requirements for franchisee to renew or extend	3.2	Written notice; current with all obligations/full compliance with Franchise Agreement; renovate and/or upgrade your Restaurant to conform with our then-current standards; sign general release; your right to renew lease for the site or lease an

Provision	Section in Franchise Agreement	Summary
		acceptable substitute location, execution of our then-current form of renewal franchise agreement; payment of renewal fee; compliance with training requirements; and, any other conditions that we require of renewing franchisees. You may be asked to sign a new franchise agreement that contains terms and conditions materially different from those in your previous Franchise Agreement, except that the boundaries of your Designated Territory will remain the same; you will have no addition right to renew; and, the Royalty Fee on renewal will not be greater than the Royalty Fee that we then impose on similarly situated renewing franchisees.
d. Termination by franchisee	Not applicable	You may terminate the Franchise Agreement on any grounds available by law.
e. Termination by franchisor without cause	Not applicable	Not applicable
f. Termination by franchisor with "cause"	17.1, 17.2 and 17.3	We can terminate your Franchise Agreement and Multi-Unit Development Agreement if you default.
g. "Cause" defined – curable defaults	17.3	Curable defaults include, without limitation, non-payment of fees; failure to meet our standards, specifications or procedures; failure to timely submit requisite financial and non-financial reports or other information; offer or sale of unauthorized programs, products or services; failure to operate Restaurant during the days and hours we specify; failure to maintain trade accounts; engage in business under a confusingly similar trademark; fail to pay taxes when due; unauthorized use of Proprietary Marks; failure to indemnify us as required; violation of advertising restrictions; violation of laws in connection with the operation of your Restaurant; hire employee not eligible to work in the U.S.; failure to operate Restaurant during designated hours of operations; failure to maintain Restaurant in good and clean condition; Guarantor's failure to comply with Guaranty; failure to devote time and best efforts to the operation of the Franchised Business;

Provision	Section in Franchise Agreement	Summary
		failure to comply with new or changed System requirements; failure to satisfy or appeal a judgment against you within 30 days; unauthorized disclosure of Confidential Information and failure to obtain executed Confidentiality/Non-Competition Agreements as required; failure to propose qualified replacement for your General Manager or Assistant General Manager; failure to procure and maintain requisite insurance policies; failure to obtain our consent when required; failure to maintain or observe our prescribed standards, specifications or procedures; or failure to meet any other requirements of the Franchise Agreement not listed in Sections 17.1 and 17.2; with the exception of non-payment defaults, you typically have 30 days to cure a default.
h. "Cause" defined – non-curable defaults	17.1 and 17.2	Non-curable defaults include, but are not limited to: general assignment for benefit of creditors; bankruptcy; appointment of a receiver; dissolution; or levy/execution on assets; threat or danger to public health or safety; failure to open Restaurant within the required time; plea to or conviction of a felony; unauthorized transfer; failure to comply with in-term covenants; repeated curable defaults; sale of products and services from an unauthorized location; failure to remodel Restaurant as we specify; cease to operate Restaurant; failure to transfer upon death or disability; willfully maintaining false book or records; material breach of Article 6 of the Franchise Agreement; misuse or unauthorized use of the Proprietary Marks; 3 or more repeated defaults within a 12 month period; failure for General Manager or Assistant General Manager to complete training; failure to comply with applicable laws and ordinances relating to Restaurant; omission or misrepresentation of a material fact; mutually agreement to terminate in writing; failure to maintain financial records required under Section 11.1; understatement of (i) 2% or more on 3 separate occasions within any 36 month period or (ii) 5% or more for any month within a reporting period and/or any entire reporting period; refusal to permit us to conduct an

Provision	Section in Franchise Agreement	Summary
		inspection, operational or financial audit; misappropriation of employee withholdings; repeat same default within 6 months from curing it; willfully misrepresent or failure to make material disclosure required by any governmental or quasi-governmental authority; interfere with (or attempt to interfere with) our relationship with other franchisees and/or suppliers; engage in conduct that subjects you and/or us to ridicule or derision; breach of our advertising standards and failure to cure in 3 days; divert or sell proprietary products and/or services to third parties; unauthorized use of Confidential Information for another party's benefit; breach lease or sublease for Restaurant and failure to cure such breach within the time frame designated in said lease or sublease; sell Halal food items that have not been properly certified as Halal; or engage in any other conduct that permits us to immediately terminate you upon notice. In addition, if your Multi-Unit Development Agreement is terminated for a reason other than your failure to satisfy your Development Schedule, we may exercise the cross-default provision to terminate your Franchise Agreement.
i. Franchisee's obligations on termination/non-renewal	18.1 and 18.3	You must cease operation of Restaurant and use of all Proprietary Marks and System; you must pay all amounts due to us or our affiliates. You must de-identify Restaurant, return the Manual and all other proprietary materials, comply with confidentiality requirements, pay liquidated damages (if applicable). We have an option to acquire your assets.
j. Assignment of contract by franchisor	14.1	No restrictions on our right to assign.
k. "Transfer" by franchisee – defined	14.2	Includes sale, assignment, conveyance, pledge, mortgage or other encumbrance of any interest in the Franchise Agreement, the Restaurant or you (if you are not a natural person)
l. Franchisor approval of transfer by franchisee	14.2	We have the absolute right to approve all transfers but will not unreasonably without our consent.

Provision	Section in Franchise Agreement	Summary
m. Conditions for franchisor approval of transfer	14.4.1	You must pay all amounts due us or our affiliates, cure any existing defaults, sign a general release, pay a transfer fee, furnish us with a copy of the assignment/transfer agreement and execute documents evidencing liabilities prior to transfer. Transferee must meet our established qualifications as listed, satisfactorily complete training, sign current Franchise Agreement, sign a guaranty obtain all permits, licenses and consents to operate the Restaurant, and remodel the Restaurant, if we require. Each owner and guarantor of transferee must interview with us and comply with our noncompetition restrictions. The Total Sales Price for the assignment/transfer must, in our business judgment, be acceptable to us. The lessor or sublessor of the premises for the Restaurant must consent to the transfer, if required. You and transferee (including each of your respective owners and guarantors) must execute our form of general release.
n. Franchisor's right of first refusal to acquire franchisee's business	14.5 and 14.8	We have the right to match any bona fide offer for the franchisee's interest in the Franchise Agreement, assets or ownership interest.
o. Franchisor's option to purchase franchisee's business	19.1 21.1, 21.2 and 21.5	We have the right, on termination or expiration of your Franchise Agreement, to purchase all or a portion of the assets of your Restaurant. We have a security interest in all of the furniture, fixtures, equipment, signage and realty (collectively, the "**Collateral**") used in connection with the operation of the Restaurant in order to secure your payment of any amounts owed to us. Should you fail to pay an outstanding amount owed to us, we have the right to enter the Restaurant, take possession of the Collateral and sell it to pay such unpaid amounts.
p. Death or disability of franchisee	14.6	Estate must sell the interest in accordance with Section 14.6 of the Franchise Agreement within 6 months following the death or disability of your last surviving owner. During transition, Estate must comply with all other terms of the Franchise Agreement.

Provision	Section in Franchise Agreement	Summary
q. Non-competition covenants during the term of the franchise	10.2.1	No diversion of any customer to any competitor and no interest or involvement with any competing business anywhere in the world (subject to state law).
r. Non-competition covenants after the franchise is terminated or expires	10.2.2	For a 2 year period following the termination or expiration of the Franchise Agreement: no diversion of any customer to any competitor; and, no interest or involvement with any competing business within 20 miles of any restaurant in the System (subject to state law).
s. Modification of the agreement	24.3	No modifications to the Franchise Agreement, unless mutually agreed to, in writing, by the parties.
t. Integration/merger clause	24.2	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	24.11.4	Litigation to be brought in the state, county and judicial district in which our principal place of business is located (subject to state law).
v. Choice of forum	24.11.4	The state, county and judicial district in which our principal place of business is located, (subject to state law).
w. Choice of law	24.10.3	New York law applies (subject to state law)

THE MULTI-UNIT DEVELOPMENT RELATIONSHIP

Provision	Section in Multi-Unit Development Agreement	Summary
a. Length of the Multi-Unit Development Agreement term	4.1	Upon the execution of the last Franchise Agreement pursuant to the Development Schedule.
b. Renewal or extension of the term	4.3	No right to renew.
c. Requirements for multi-unit operator to renew or extend	Not applicable	Not applicable

Provision	Section in Multi-Unit Development Agreement	Summary
d. Termination by multi-unit operator	Not applicable	The Agreement does not provide for this. But you may seek to terminate on any grounds available to you at law
e. Termination by franchisor without cause	Not applicable	Not applicable
f. Termination by franchisor with cause	14.1, 14.2 and 14.3	We can terminate the Multi-Unit Development Agreement and (for a breach other than failure to satisfy the Development Schedule) your Franchise Agreement(s) if you default.
g. "Cause" defined – curable defaults	14.3	Except for defaults described in h. below, you have 15 days to cure any default under the Multi-Unit Development Agreement.
h. "Cause" defined – non-curable defaults	14.1 and 14.2	Non-curable defaults include, but are not limited to: general assignment for benefit of creditors, bankruptcy, appointment of a receiver, dissolution, levy/execution on assets; failure to meet Development Schedule; omission or misrepresentation of material fact; upon mutual agreement by the parties; plea to or conviction of a felony; unauthorized transfer; any involvement with a competitive business; unauthorized use of confidential information; failure to obtain executed Confidentiality/ Noncompetition Agreement; fail to obtain our prior approval, as required; unauthorized duplication of Confidential Information; cease to operate all Restaurants; engage in business under marks confusingly similar to Proprietary Marks; open a Restaurant prior to executing a franchise agreement and paying the initial franchise fee; or engage in conduct that reflects materially and unfavorable upon our reputation, the System or the Restaurant. In addition, if we terminate your Franchise Agreement, we may exercise the cross-default provision to terminate your Multi-Unit Development Agreement.

Provision	Section in Multi-Unit Development Agreement	Summary
i. Multi-unit operator's obligations on termination/ non-renewal	15.1	You must pay all money owing to us or our affiliates, and third parties; pay all expenses, including attorney's and expert's fees, if we terminate for cause; sign all agreements necessary for termination; comply with the post-termination/post-expiration covenants not to compete; and continue to abide by restrictions on the use of our Confidential Information. Termination of the Multi-Unit 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 Restaurant covered by the signed Franchise Agreements and you are not in default of the Franchise Agreements.
j. Assignment of contract by franchisor	11.1	No restrictions on our right to assign.
k. "Transfer" by multi-unit operator – defined	11.2	Includes any assignment or transfer of your rights and obligations under the Multi-Unit 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. Franchisor approval of transfer by multi-unit operator	11.2, 11.3 and 11.4	No transfer without our consent.
m. Conditions for franchisor approval of transfer	11.2	Conditions for transfer include not being in default, at least 25% of all Restaurants required to be developed are open or under construction, all debts are paid, the transferee meets our current criteria for new Multi-Unit Operators and executes our then-current Multi-Unit Development Agreement, you sign a general release (where legal), payment of transfer fee, buyer personally guarantees all obligations.
n. Franchisor's right of first refusal to acquire multi-unit operator's business	11.5	We have the right to match the offer to purchase your business.

Provision	Section in Multi-Unit Development Agreement	Summary
o. Franchisor's option to purchase multi-unit operator's business	Not Applicable	
p. Death or disability of multi-unit operator	11.4	On the death or disability of your last surviving owner, the rights of such deceased or disabled person shall pass to his or her "Estate". The Estate must transfer said interests to an approved party within 3 months of the date an executor, administrator or personal representative is appointed to the Estate.
q. Non-competition covenants during the term of the franchise	10.2(i)	No diversion of any business to any competitor and no interest in any competing business anywhere (subject to state law).
r. Non-competition covenants after the franchise is terminated or expires	10.2(ii)	No involvement in competing business for 2 years within your Development Area, within a 20 mile radius of the perimeter of your Development Area or within a 20 mile radius of the perimeter of (or within) any The Halal Guys Restaurants (whether company-owned, franchised or otherwise established and operated). No diversion of business to any competitor (subject to state law).
s. Modification of the agreement	17.5	No modifications except, in writing, by mutual agreement of the parties.
t. Integration/merger clause	17.5	Only the terms of the Multi-Unit Development Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and Multi-Unit Development Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	17.14	Except for certain claims, all disputes must be litigated within the County of New York in the State of New York (subject to state law).
v. Choice of forum	17.14 and 12.3	Litigation to be brought in the state, county and judicial district in which our principal place of business is located (subject to state law).
w. Choice of law	17.13	New York law applies. (Subject to state law).

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

We 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 Margaret Carrera at 26-44 Borough Place, Flushing, New York 11377 and 347-527-1505, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For years 2019 - 2021

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	2019	64	78	+14
	2020	78	79	+1
	2021	79	86	+7
Company-Owned*	2019	2	2	0
	2020	2	2	0
	2021	2	2	0
Total Outlets	2019	66	80	+14
	2020	80	81	+1
	2021	81	88	+7

* Our affiliates own five (5) food carts that are not included in the above chart, but are described in Item 1.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2019 – 2021

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Florida	2019	2
	2020	0
	2021	0
Pennsylvania	2019	0
	2020	2
	2021	0
Virginia	2019	2
	2020	0
	2021	0
All Other States	2019	0
	2020	0
	2021	0
Total	2019	4
	2020	2
	2021	0

Table No. 3
Status of Franchised Outlets
For years 2019 – 2021

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina-tions	Col 6 Non-Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Operations – Other Reasons	Col 9 Outlets at End of the Year
Arizona	2019	5	0	0	0	0	0	5
	2020	5	0	0	0	0	2	3
	2021	3	0	0	0	0	0	3
California	2019	14	4	0	0	0	0	18
	2020*	18	1	0	0	0	1	18
	2021	18	0	0	0	0	1	17
Connecticut	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	1	0
Colorado	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina-tions	Col 6 Non-Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Operations – Other Reasons	Col 9 Outlets at End of the Year
District of Columbia	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Florida	2019	3	3	0	0	0	0	6
	2020	6	0	0	0	0	3	3
	2021	3	1	0	0	0	0	4
Georgia	2019	2	1	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Illinois	2019	4	2	2	0	0	1	3
	2020	3	2	0	0	0	0	5
	2021	5	0	0	0	0	0	5
Louisiana	2019	2	0	0	0	0	2	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Maryland	2019	2	2	0	0	0	0	4
	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
Massachusetts	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
Michigan	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Nevada	2019	2	1	0	0	0	0	3
	2020	3	0	0	0	0	1	2
	2021	2	1	0	0	0	0	3
New Jersey	2019	4	1	0	0	0	0	5
	2020	5	0	0	0	0	0	5
	2021	5	2	0	0	0	0	7
New York	2019	1	2	0	0	0	0	3
	2020	3	2	0	0	0	0	5
	2021	5	1	0	0	0	0	6
Pennsylvania	2019	3	1	0	0	0	0	4
	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
Tennessee	2019	1	0	0	0	0	1	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Texas	2019	11	2	0	0	0	0	13
	2020	13	1	0	0	0	1	13
	2021	13	3	0	0	0	0	16
Virginia	2019	5	1	0	0	0	0	6
	2020	6	1	0	0	0	0	7

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina-tions	Col 6 Non-Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Operations – Other Reasons	Col 9 Outlets at End of the Year
	2021	7	0	0	0	0	0	7
Washington	2019	1	0	0	0	0	0	1
	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Wisconsin	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	1	0
	2021	0	0	0	0	0	0	0
All Other States	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Total	2019	64	20	2	0	0	4	78
	2020	78	8	0	0	0	9	77
	2021	77	11	0	0	0	2	86

*Two (2) The Halal Guys ghost kitchen businesses operated in California in 2020 as a test pursuant to a 1-year lease. These businesses are excluded from this table.

Table No. 4
Status of Company-Owned Outlets*
For years 2019 – 2021

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Outlets Reacquired from Franchisee	Col 6 Outlets Closed	Col 7 Outlets Sold to Franchisee	Col 8 Outlets at End of the Year
New York	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
All Other States	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
Total	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2

* Our affiliates own five (5) food carts that are not included in the above chart, but are described in Item 1.

Table No. 5
Projected Openings as of December 31, 2021

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Open	Column 3 Projected New Franchised Outlets In The Next Fiscal Year	Column 4 Projected New Company-Owned Outlets In The Next Fiscal Year
California	0	4	0
Connecticut	0	1	0
Colorado	0	1	0
Florida	0	2	0
Georgia	0	1	0
Illinois	0	1	0
Maryland	0	1	0
Massachusetts	0	1	0
Michigan	0	1	0
Missouri	1	1	0
Nevada	0	1	0
New Jersey	0	2	0
New York	0	1	0
Pennsylvania	0	2	0
Texas	1	3	0
Virginia	0	2	0
Washington	0	1	0
Washington D.C.	0	0	0
Total	2	26	0

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

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee and multi-unit operator who had a franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the applicable Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document is listed on Exhibit E to 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 (3) fiscal years, certain franchisees have signed confidentiality provisions that would restrict their ability to speak openly about their experience with The Halal Guys System.

There are currently no trademark-specific organizations formed by our franchisees that are associated with The Halal Guys System.

ITEM 21
FINANCIAL STATEMENTS

Our fiscal year end is December 31st. Attached to this Disclosure Document as Exhibit A are our financial statements as of and for the three year period ended December 31, 2021, which have been audited by Citrin Cooperman and Company LLP. Additionally, included within are the unaudited financial statements for the period from January 1, 2022 through March 31, 2021.

ITEM 22
CONTRACTS

Attached as Exhibits to this Disclosure Document are the following contracts and their attachments:

1.	Franchise Agreement	Exhibit B
2.	Multi-Unit Development Agreement	Exhibit C
3.	Form of General Release	Exhibit J

ITEM 23
RECEIPTS

Two (2) copies of an acknowledgment of your receipt of this Disclosure Document appear at the end of the Disclosure Document, as Exhibit M. Please return one (1) signed copy to us and retain the other for your records.

EXHIBIT A TO THE DISCLOSURE DOCUMENT
FINANCIAL STATEMENTS

THE HALAL GUYS FRANCHISE, INC.

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2021, 2020 AND 2019

THE HALAL GUYS FRANCHISE, INC.
FOR THE YEARS ENDED DECEMBER 31, 2021, 2020 AND 2019

Table of Contents

	Page
Independent Auditor's Report	1 - 2
Financial Statements	
Balance sheets	3
Statements of income and accumulated deficit	4
Statements of cash flows	5 - 6
Notes to financial statements	7 - 19

CITRINCOOPERMAN®

Citrin Cooperman & Company, LLP
Certified Public Accountants

290 W. Mt. Pleasant Ave, Suite 3310
Livingston, NJ 07039
T 973.218.0500 **F** 973.218.7160
citrincooperman.com

INDEPENDENT AUDITOR'S REPORT

To the Stockholders
The Halal Guys Franchise, Inc.

We have audited the accompanying financial statements of The Halal Guys Franchise, Inc. (the "Company"), which compromise the balance sheets as of December 31, 2021 and 2020, and the related statements of income and accumulated deficit and cash flows for each of the years in the three-year period ended December 31, 2021, 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 The Halal Guys Franchise, Inc. as of December 31, 2021, and 2020, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2021, 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 The Halal Guys Franchise, Inc. 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 The Halal Guys Franchise, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

"Citrin Cooperman" is the brand under which Citrin Cooperman & Company, LLP, a licensed independent CPA firm, and Citrin Cooperman Advisors LLC serve clients' business needs. The two firms operate as separate legal entities in an alternative practice structure. Citrin Cooperman is an independent member of Moore North America, which is itself a regional member of Moore Global Network Limited (MGNL).

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with 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 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 The Halal Guys Franchise, Inc.'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 The Halal Guys Franchise, Inc.'s ability to continue as a going concern for a reasonable period of time.



Livingston, New Jersey
April 26, 2022

"Citrin Cooperman" is the brand under which Citrin Cooperman & Company, LLP, a licensed independent CPA firm, and Citrin Cooperman Advisors LLC serve clients' business needs. The two firms operate as separate legal entities in an alternative practice structure. Citrin Cooperman is an independent member of Moore North America, which is itself a regional member of Moore Global Network Limited (MGNL).

THE HALAL GUYS FRANCHISE, INC.
BALANCE SHEETS
DECEMBER 31, 2021 AND 2020

	2021	2020
ASSETS		
Current assets:		
Cash	$ 5,159,305	$ 2,240,616
Restricted cash	150,552	150,477
Accounts receivable, net	299,203	250,755
Vendor rebate receivables	446,446	335,045
Franchise fee receivables	60,000	-
Deferred charges, current	268,075	267,450
Prepaid expenses and other current assets	51,905	34,297
Due from related parties	55,536	6,580
Total current assets	6,491,022	3,285,220
Property and equipment, net	66,797	88,380
Other assets:		
Deferred charges, net of current	3,259,463	3,656,292
TOTAL ASSETS	$ 9,817,282	$ 7,029,892
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
Current liabilities:		
Accounts payable	$ 309,987	$ 299,807
Accrued expenses and other current liabilities	300,517	245,535
Marketing fund obligation	1,174,073	652,780
Deferred franchise fees, current	535,400	505,500
Federal government assistance loan - Paycheck Protection Program	702,184	501,559
Total current liabilities	3,022,161	2,205,181
Long-term liabilities:		
Deferred franchise fees, net of current	6,472,429	7,197,687
Total liabilities	9,494,590	9,402,868
Commitments and contingencies (Notes 7, 8, 9 and 10)		
Stockholders' equity (deficit):		
Common stock - no par value; 2,500 shares authorized, issued, and outstanding	1,320,027	1,320,027
Accumulated deficit	(997,335)	(3,693,003)
Total stockholders' equity (deficit)	322,692	(2,372,976)
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)	$ 9,817,282	$ 7,029,892

See accompanying notes to financial statements.

THE HALAL GUYS FRANCHISE, INC.
STATEMENTS OF INCOME AND ACCUMULATED DEFICIT
FOR THE YEARS ENDED DECEMBER 31, 2021, 2020 AND 2019

	2021	2020	2019
Revenues:			
Royalties	$ 6,714,828	$ 5,299,186	$ 6,325,279
Franchise fees	1,295,358	662,921	1,189,481
Marketing fund	2,152,716	1,607,499	2,021,708
Vendor rebates	1,574,619	778,150	636,563
Other revenues	72,087	95,298	339,108
Total revenues	11,809,608	8,443,054	10,512,139
Selling, general and administrative expenses	9,196,265	8,061,657	8,908,517
Income from operations	2,613,343	381,397	1,603,622
Other income (expense):			
Interest income	75	-	-
Other income	-	67,500	-
Employee Retention Tax Credit income	409,143	-	-
Federal government assistance loan forgiveness	501,559	-	-
Loss on disposition	-	-	(83,510)
Total other income (expense), net	910,777	67,500	(83,510)
Income before provision for income taxes	3,524,120	448,897	1,520,112
Provision for income taxes	35,476	21,881	50,389
Net income	3,488,644	427,016	1,469,723
Accumulated deficit - beginning	(3,693,003)	(3,484,239)	(1,758,257)
Stockholders' distributions	(792,976)	(635,780)	(3,195,705)
ACCUMULATED DEFICIT - ENDING	$ (997,335)	$ (3,693,003)	$ (3,484,239)

See accompanying notes to financial statements.

THE HALAL GUYS FRANCHISE, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2021, 2020 AND 2019

	2021	2020	2019
Cash flows from operating activities:			
Net income	$ 3,488,644	$ 427,016	$ 1,469,723
Adjustments to reconcile net income to net cash provided by operating activities:			
Federal government assistance loan - Paycheck Protection Program - forgiveness	(501,559)	-	-
Depreciation and amortization	21,583	22,680	8,475
Deferred rent	4,134	10,386	4,130
Provision for doubtful accounts	49,578	15,448	66,449
Loss on disposition	-	-	83,510
Changes in operating assets and liabilities:			
Accounts receivable	(98,026)	(32,040)	183,218
Vendor rebate receivables	(111,401)	(124,769)	(210,276)
Franchise fee receivables	(60,000)	-	-
Deferred charges	396,205	(213,969)	195,412
Prepaid expenses and other current assets	(17,607)	(12,845)	26,694
Accounts payable	10,177	(145,431)	369,927
Accrued expenses and other current liabilities	50,848	9,876	(128,678)
Marketing fund obligation	521,293	(17,377)	465,226
Deferred franchise fees	(695,358)	377,079	(299,481)
Net cash provided by operating activities	3,058,511	316,054	2,234,329
Cash flows from investing activities:			
Purchases of property and equipment	-	(16,590)	(138,073)
Advances to related parties	130,000	(7,066)	(85,417)
Net cash used in investing activities	130,000	(23,656)	(223,490)
Cash flows from financing activities:			
Stockholders' distributions	(922,976)	(563,507)	(1,470,705)
Proceeds from Payroll Protection Program loan	702,184	501,559	-
Advances to related parties	(48,955)	(52,241)	-
Advances from related parties	-	55,133	(92,019)
Net cash used in financing activities	(269,747)	(59,056)	(1,562,724)
Net increase in cash and restricted cash	2,918,764	233,342	448,115
Cash and restricted cash - beginning	2,391,093	2,157,751	1,709,636
CASH AND RESTRICTED CASH - ENDING	$ 5,309,857	$ 2,391,093	$ 2,157,751

See accompanying notes to financial statements.

THE HALAL GUYS FRANCHISE, INC.
STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED DECEMBER 31, 2021, 2020 AND 2019

Cash and restricted cash:

	2021	2020	2019
Cash	$ 5,159,305	$ 2,240,616	$ 2,007,274
Restricted cash	150,552	150,477	150,477
Total cash and restricted cash	$ 5,309,857	$ 2,391,093	$ 2,157,751
Supplemental schedules of non-cash investing and financing activities:			
Reclassification of related party and stockholders' loans to distributions	$ 130,000	$ (72,273)	$ (1,725,000)

See accompanying notes to financial statements.

NOTE 1. ORGANIZATION

The Halal Guys Franchise, Inc. (the "Company") was formed in May 2014, as a New Jersey corporation to offer and sell franchises pursuant to a non-exclusive license agreement with an effective date of June 1, 2014, between the Company and an affiliate, The Halal Guys, Inc. (the "Licensor"). Franchisees operate quick serve restaurants, both domestically and internationally, that serve Halal food under the trade name "The Halal Guys" in accordance with a uniform system established by the Company. The Company has sold franchises in the United States, Canada, Europe and Asia.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of estimates

The preparation of the Company's financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") 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 dates of the Company's financial statements, and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Revenue recognition

The Company derives its revenues from franchise royalties and fees, marketing fund fees, transfer fees, and vendor rebates.

Franchise fees and royalties

Contract consideration from franchise operations consist primarily of initial and renewal franchise fees, sales-based royalties, sales-based marketing fund fees and transfer fees payable by a franchisee for the transfer of a franchise unit to another franchisee. The Company also enters into multi-unit development agreements ("MUDA") which grant a franchisee the right to develop two or more franchise units. The Company collects the up-front franchise fee related to the first location in the multi-unit development agreement along with an additional portion of each additional unit in the arrangement. The initial franchise fees are nonrefundable and collected when the underlying franchise agreement or MUDA is signed by the franchisee. Sales-based royalties and brand fund fees are payable weekly. Renewal and transfer fees are payable 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 site selection, training and other such activities commonly referred to collectively as “preopening activities.” The Company has determined that certain training services provided to the franchisee are not brand-specific and 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 training services provided that is not brand-specific is deemed to be distinct as it provides a benefit to the franchisee and is not highly interrelated or interdependent to the access of the Company’s intellectual property and therefore is accounted for as a separate distinct performance obligation. All other pre-opening activities have been determined to be highly interrelated and interdependent to the access of the Company’s intellectual property and therefore are 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 the franchise agreement.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue recognition (continued)

Franchise fees and royalties (continued)

The Company estimates the stand-alone selling price of training services that are not brand-specific using an adjusted market assessment approach. The Company first allocates 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 training services that are not brand-specific is recognized as the training services are rendered.

Initial and renewal franchise fees allocated to the right to access the Company's intellectual property are recognized as revenue on a straight-line basis over the term of the respective franchise agreement. MUDAs generally consist of an obligation to grant the right to open two or more units. These development rights are not distinct from franchise agreements; therefore, up-front fees paid by franchisees for development rights are deferred and apportioned to each franchise agreement signed by the franchisee. The prorata amount apportioned to each franchise agreement is recognized as revenue in the same manner as the initial and renewal franchise fees.

Royalties are earned based on a percentage of franchisee gross sales ("sales-based royalties") over the term of the franchise agreement, as defined in each respective franchise agreement. Franchise royalties which represent sales-based royalties that are related entirely to the use of the Company's intellectual property are recognized as franchisee sales occur and the royalty is deemed collectible.

Marketing fund

The Company maintains a marketing fund (the "marketing fund") established to collect and administer funds contributed for use in marketing and promotional programs for franchise units. Marketing fund fees are collected from franchisees based on a percentage of the franchisees gross revenues. The Company has also reserved the right to designate any geographical area in which franchisees are operating for purposes of establishing a regional advertising cooperative ("Cooperative"). If the Cooperative is established, franchisees will be given credit against their monthly local marketing spending requirement for contributions made to the Cooperative as further defined in the franchise agreement. As of December 31, 2021, the Company has not yet established a Cooperative. The Company has determined that it acts as a principal in the collection and administration of the brand fund and therefore recognizes the revenues and expenses related to the brand fund on a gross basis. The Company has determined that the right to access its intellectual property and administration of the brand fund are highly interrelated and therefore are accounted for as a single performance obligation.

When marketing fund fees exceed the related marketing fund expenses in a reporting period, marketing costs are accrued up to the amount of brand fund revenues recognized.

Vendor rebates

The Company has entered into certain preferred vendor arrangements for which it earns a rebate payable by the vendor based on a percentage or volume of purchases made by its franchisees. Vendor rebates are recognized in the period purchases are made and reported to the Company.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue recognition (continued)

Other revenues

The Company will recognize revenue from other fees and other services provided to the franchisees as a single performance obligation, when the services are rendered.

Incremental costs of obtaining a contract

The Company capitalizes direct and incremental costs, principally consisting of commissions, associated with the sale of franchises and amortizes them over the term of the franchise agreement and MUDAs. In the case of costs paid related to MUDAs for which no signed franchise agreement has been received, these costs are deferred until the signed franchise agreement is received.

Accounts, franchise fees and vendor receivables

Accounts, franchise fees and vendor receivables are stated at the amounts the Company expects to collect. The Company maintains allowances for doubtful accounts for estimated losses resulting from the inability of its franchisees to make required payments. Management considers the following factors when determining the collectibility of specific franchisees' accounts: franchisee creditworthiness, past transaction history with the franchisee, current economic industry trends, and changes in franchisee payment terms. If the financial condition of the Company's franchisees were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Company has made reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivables. As of December 31, 2021, 2020 and 2019, the Company had an allowance for doubtful accounts of $51,858, $50,328 and $60,000, respectively. The gross accounts receivable at December 31, 2021, 2020 and 2019, amounted to $351,061, $301,082 and $504,439, respectively. Franchise fee receivables at December 31, 2021, 2020 and 2019, amounted to $60,000, $- and $-, respectively. Vendor receivables at December 31, 2021, 2020 and 2019, amounted to $446,446, $335,045 and $-, respectively.

Advertising and marketing fund

Advertising costs are expensed as incurred or as committed to be spent as part of the marketing fund. Advertising costs totaled $2,152,716, $1,607,499 and $2,021,708 for the years ended December 31, 2021, 2020 and 2019, respectively.

Property and equipment

Property and equipment are stated at cost, less accumulated depreciation and amortization. Improvements and replacements are capitalized. Maintenance and repairs that do not improve or extend the lives of furniture and equipment are charged to expense as incurred. When assets are sold or retired, their cost and related accumulated depreciation and amortization are removed from the accounts and any gains and losses are included in the results of operations.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and equipment (continued)

Depreciation and amortization are provided using the straight-line method over the estimated useful lives of the assets, which are as follows:

Equipment	3 years
Furniture and fixtures	7 years
Leasehold improvements	5 years

Operating lease

The Company leases its primary office under an operating lease that includes rent escalation clauses. The Company recognizes scheduled rent increases on a straight-line basis over the lease term beginning with the date the Company takes possession of the leased space for construction and other purposes. Deferred rent liability is included in "Accrued expenses and other current liabilities" on the accompanying balance sheets and amounted to $18,830 and $1,174,073 for the years ended December 31, 2021 and 2020, respectively.

Income taxes

The Company, with the consent of its shareholders, has elected under the Internal Revenue Code and New Jersey tax law to be taxed as an S corporation. In lieu of corporate income taxes, the shareholders of an S corporation are taxed on their proportionate share of a company's taxable income. The Company remains subject to certain state and local income taxes, which are included in "Provision for income taxes" in the accompanying statements of income and accumulated deficit.

The Company recognizes and measures its unrecognized tax benefits in accordance with Financial Accounting Standards Board ("FASB") 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, 2021 and 2020.

Franchised outlets

The following data is presented representing the status of the Company's franchised outlets as of December 31, 2021, 2020 and 2019:

	2021	2020	2019
Franchises sold	10	14	22
Franchises purchased	-	-	-
Franchised outlets in operation	97	90	81
Affiliate-owned outlets in operation	2	2	2

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Recently issued but not yet effective accounting pronouncements

In February 2016, FASB issued Accounting Standards Update ("ASU") No. 2016-02, *Leases* ("ASU 2016-02"), which among other items, requires an entity to recognize lease assets and lease liabilities in the Company's balance sheets and to disclose key information about leasing transactions. In June 2020, FASB issued ASU No. 2020-05, which defers the effective date for annual reporting periods beginning after December 15, 2021. The Company is evaluating the effect that ASU 2016-02 will have on its financial statements and related disclosures.

In June 2016, FASB issued ASU No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* ("ASU 2016-13"). The amendments in this update require a new topic to be added (Topic 326) to the ASC and removes the thresholds that entities apply to measure credit losses on financial instruments measured at amortized cost, such as loans, trade receivables, reinsurance recoverables, and off-balance-sheet credit exposures, and held-to-maturity securities. Under current U.S. GAAP, entities generally recognize credit losses when it is probable that the loss has been incurred. The guidance under ASU 2016-13 will remove all current recognition thresholds and will require entities under the new current expected credit loss ("CECL") model to recognize an allowance for credit losses for the difference between the amortized cost basis of a financial instrument and the amount of amortized cost that an entity expects to collect over the instrument's contractual life. The new CECL model is based upon expected losses rather than incurred losses. Additionally, the credit loss recognition guidance for available-for-sale securities has been amended and will require that credit losses on such debt securities be recognized as an allowance for credit losses rather than a direct write-down of amortized cost balance. ASU 2016-13 is effective for fiscal years beginning after December 15, 2022. The Company is evaluating the effect that 2016-13 will have on its financial statements and related disclosures.

Subsequent events

In accordance with FASB ASC 855, *Subsequent Events*, the Company has evaluated subsequent events through April 26, 2022, the date on which these financial statements were available to be issued. Other than as disclosed in Note 8, there were no material subsequent events that required recognition or additional disclosure in these financial statements.

NOTE 3. RECENTLY ADOPTED ACCOUNTING STANDARDS

Variable interest entities

In October 2018, FASB issued ASU No. 2018-17, *Consolidation (Topic 810): Targeted Improvements to Related Party Guidance for Variable Interest Entities*, which no longer requires nonpublic companies to apply variable interest entity guidance to certain common control arrangements. This standard is effective for fiscal years beginning after December 15, 2020, with early adoption permitted. The Company has elected to adopt and apply the alternative accounting and disclosures for certain variable interest entities provided to private companies pursuant to U.S. GAAP. The Company has determined that related parties, as described in Note 9, meet the conditions under the standard, and accordingly, is not required to include the accounts of related parties in the Company's financial statements.

NOTE 4. REVENUES AND RELATED CONTRACT BALANCES

In May 2014, FASB issued Topic 606, with several clarifying updates issued subsequently. In conjunction with Topic 606, a new subtopic, ASC 340-40, *Other Assets and Deferred Costs – Contracts with Customers*, was also issued. The updated standard replaces most existing revenue recognition and certain cost standards under U.S. GAAP, including industry-specific standards. Collectively, Topic 606 and Subtopic 340-40 are referred to as "ASC 606." ASC 606 requires an entity to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services.

Disaggregated revenues

The Company derives its revenues from franchisees located throughout the United States, as well as internationally. The economic risks of the Company's revenues are dependent on the strength of the economy in the United States, along with the other countries in which franchisees are located in, and its ability to collect on its contracts. The Company disaggregates revenue from contracts with customers by geographic region and timing of revenue recognition by type of revenues, as it believes this best depicts how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors.

Franchise fees by geography were as follows:

	2021	2020	2019
Domestic	$ 1,199,715	$ 582,083	$ 1,158,730
International	59,643	80,838	30,751
Total	$ 1,259,358	$ 662,921	$ 1,189,481

Royalties, marketing fund fees, vendor rebates and other revenues by geography were as follows:

	2021	2020	2019
Domestic	$ 10,032,915	$ 7,426,589	$ 8,722,515
International	481,335	353,544	600,143
Total	$ 10,514,250	$ 7,780,133	$ 9,322,658

Revenues by timing of recognition were as follows:

	2021	2020	2019
Point in time:			
Royalties	$ 6,714,828	$ 5,299,186	$ 6,325,279
Marketing fund	2,152,716	1,607,499	2,021,708
Vendor rebates	1,574,619	778,150	636,563
Other revenues	72,087	95,298	339,108
Total point in time	10,514,250	7,780,133	9,322,658
Over time:			
Franchise fees	1,295,358	662,921	1,189,481
Total revenues	$ 11,809,608	$ 8,443,054	$ 10,512,139

NOTE 4. REVENUES AND RELATED CONTRACT BALANCES (CONTINUED)

Contract balances

Contract liabilities are comprised of unamortized initial and renewal franchise fees received from franchisees, which are presented as "Deferred franchise fees" on the accompanying balance sheets. A summary of significant changes in deferred franchise fees during the years ended December 31, 2021 and 2020, is as follows:

	2021	2020
Deferred franchise fees - January 1	$ 7,703,187	$ 7,326,108
Revenue recognized during the year	(1,295,358)	(662,921)
Additions for initial franchise fees received	540,000	1,040,000
Additions for initial franchise fees receivables	60,000	-
Deferred franchise fees - December 31	$ 7,007,829	$ 7,703,187

Deferred franchise fees are expected to be recognized as revenue over the remaining term of the associated franchise agreements as follows:

Year ending December 31:	Amount
2022	$ 535,400
2023	676,400
2024	778,500
2025	847,560
2026	859,717
Thereafter	3,310,252
Total	$ 7,007,829

Deferred franchise fees consisted of the following:

	2021	2020
Franchise units not yet opened	$ 4,724,865	$ 5,481,210
Opened franchise units	2,282,964	2,221,977
Total	$ 7,007,829	$ 7,703,187

The direct and incremental costs, principally consisting of commissions, are capitalized and included in "Deferred charges" in the accompanying balance sheets. The direct and incremental costs expected to be recognized over the remaining term of the associated franchise agreements at December 31, 2021, are as follows:

Year ending December 31:	Amount
2022	$ 256,075
2023	312,575
2024	353,075
2025	389,575
2026	413,950
Thereafter	1,802,288
Total	$ 3,527,538

NOTE 5. CONCENTRATIONS OF CREDIT RISK

Cash and restricted cash

Financial instruments that potentially expose the Company to concentration of credit risk consist primarily of cash. The Company's cash is placed with a major financial institution and at times may be in excess of the Federal Deposit Insurance Corporation insurance limits. Management believes that this investment policy limits the Company's exposure to credit risk.

Accounts, franchise fee, and vendor receivables

Concentration of credit risk with respect to accounts, franchise fee, and vendor receivables are limited due to the number of franchisees in the Company's customer base and their geographic dispersion. The Company provides an allowance for doubtful royalties and franchise fees equal to the estimated collection losses based on historical experience coupled with a review of the current status of existing receivables.

NOTE 6. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at December 31, 2021 and 2020:

	2021	2020
Leasehold improvements	$ 64,948	$ 64,948
Furniture and fixtures	33,257	33,257
Machinery and equipment	35,460	35,460
	133,665	133,665
Less: accumulated depreciation and amortization	66,868	45,285
Property and equipment, net	$ 66,797	$ 88,380

Depreciation and amortization expense amounted to $21,583, $22,680 and $8,475 for the years ended December 31, 2021, 2020 and 2019, respectively.

NOTE 7. BRAND FUND

The Company collects a brand fund fee of up to 2% of franchisees' reported sales in accordance with the Company's standard franchise agreement. Under the terms of the franchise agreements, the Company is obligated to spend the amounts received (when collected from the franchisees) solely on advertising and related expenses for the benefit of the franchisees. The Company has discretion as to the nature of the advertising expenditures, as long as they are related to the business of the franchisees. Pursuant to the standard franchise agreement, the Company is not required to segregate and restrict monies collected on behalf of the advertising fund. Funds collected and not yet spent on the franchisees' behalf totaled $1,174,073 and $652,780 as of December 31, 2021 and 2020, respectively.

NOTE 8. FEDERAL GOVERNMENT ASSISTANCE

Paycheck Protection Program

During May 2020 and April 2021, the Company received loan proceeds under the Paycheck Protection Program (the "PPP") in the amount of $501,559 (the "PPP Draw-1") and $702,184 (the "PPP Draw-2"), respectively. The PPP, which was established as part of the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act"), which provides loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses for the qualifying business. The loan and accrued interest, or a portion thereof, may be forgiven after 24 weeks so long as the borrower uses the loan proceeds for eligible expenses including payroll, benefits, rent, mortgage interest and utilities, and maintains its payroll levels. At least 60% of the loan proceeds must be spent on payroll costs, as defined by the PPP for the loan to be eligible for forgiveness.

The PPP loans mature five years from the date of first disbursement of proceeds to the Company (the "PPP Loan Date"). Payments are deferred for a maximum of 10 months after the expiration of the Covered Period, and are payable in forty four (44) equal consecutive installments of principal and interest commencing upon expiration of the deferral of the PPP Loan Date.

U.S. GAAP does not contain authoritative accounting standards for forgivable loans provided by governmental entities to a for-profit entity. Absent authoritative accounting standards, interpretative guidance issued and commonly applied by financial statement preparers allows for the selection of accounting policies amongst acceptable alternatives. Based on the facts and circumstances, the Company has determined it most appropriate to account for the PPP loan proceeds under the debt model. Under the debt model, the Company recognizes the proceeds received as debt, recognizes periodic interest expense in the period in which the interest accrues at the stated interest rate and defers recognition of any potential forgiveness of the loan principal or interest until the period in which the Company has been legally released from its obligation by the lender.

The Company deemed the debt model to be the most appropriate accounting policy for this arrangement as the underlying PPP loan is a legal form of debt and there are significant contingencies outside of the control of the Company, mainly related to the third-party approval process for forgiveness.

The Company applied for PPP loan forgiveness and received approval from the Small Business Administration (the "SBA") on July 8, 2021, in the amount of $501,559 for the PPP Draw-1. The Company has recorded forgiveness in the accompanying statements of income and accumulated deficit as "Federal government assistance loan forgiveness." If it is determined that the Company was not eligible to receive the PPP loans or that the Company has not adequately complied with the rules, regulations and procedures applicable to the SBA's loan program, the Company could be subject to penalties and could be required to repay the amounts previously forgiven.

On January 26, 2022, the Company received full forgiveness of the PPP Draw-2 in the amount of $702,184. The PPP Draw-2 is presented on the accompanying balance sheet as a liability as of December 31, 2021.

NOTE 8. FEDERAL GOVERNMENT ASSISTANCE (CONTINUED)

Employee Retention Tax Credit

The Employee Retention Tax Credit (the "ERTC"), was established by the CARES Act. It was intended to help businesses retain their workforces and avoid layoffs during the coronavirus pandemic. It provides a per employee credit to eligible businesses based on a percentage qualified wages and health insurance benefits paid to employees. It works as a refundable payroll tax credit claimed quarterly, and it can provide reductions to payroll taxes or cash refunds.

The ERTC was initially not available to businesses that received a PPP loan. Provisions in the Consolidated Appropriations Act, which was signed into law on December 27, 2020, removed this restriction and allowed businesses that qualify for the ERTC to apply for the ERTC so long as the same wages are not used for both PPP loan forgiveness and the ERTC.

U.S. GAAP does not contain authoritative guidance to government assistance programs. Absent authoritative accounting standards, interpretive guidance issued and commonly applied by financial statement preparers allows the analogy to alternative guidance suggests the application of International Accounting Standards 20, *Accounting for Government Grants and Disclosure of Government Grant Assistance* ("IAS 20"). Under IAS 20, government assistance is recognized where there is reasonable assurance (similar to "probable" under U.S. GAAP) that the conditions will be met, and the assistance will be received.

Management has determined that the Company is eligible and has met all necessary conditions to qualify for the ERTC for 2021. During 2021, the Company received credits of approximately $409,143, which has been recognized as "Employee Retention Tax Credit income" in the accompanying statements of income and accumulated deficit for the year ended December 31, 2021.

NOTE 9. RELATED-PARTY TRANSACTIONS

License agreement

The Company entered into a license agreement with a related entity which commenced on June 1, 2014, the effective date set forth in the agreement, and shall remain in effect for 40 years. Pursuant to the license agreement, the Company acquired the right to sell The Halal Guys franchises worldwide, and the right to earn franchise fees, royalties and other fees from franchisees. Under the terms of the agreement, the licensor agrees that it will not license the trademarks and/or confidential information to any third parties for the purpose of operating a competing franchised system and will not use the trademarks for any other business activity without the written approval of the Company. No fees are due to be paid by the Company under the terms of the agreement.

Continuing service fees

Included in "Royalties" in the accompanying statements of income and accumulated deficit are fees for continuing services charged by the Company to certain related entities for the years ended December 31, 2021, 2020 and 2019 which amount to $-, $- and $117,693, respectively. Effective June 2019, the Company and its affiliates agreed that no further fees will be charged.

NOTE 9. RELATED-PARTY TRANSACTIONS (CONTINUED)

Stockholders' loans

Amounts due from stockholders were noninterest-bearing and had no stated repayments terms. During the years ended December 31, 2021 and 2020, the stockholders and the management of the Company agreed to reclassify these advances to stockholders' distributions.

Office lease

The Company rented its corporate offices on a month-to-month basis from a party related to the Company by virtue of common ownership. Rent expense related to this arrangement for the year ended December 31, 2019 amounted to $48,000. During 2019, the Company terminated this agreement and moved its corporate offices to a new location (see Note 10 for the lease arrangement).

Related-party transactions

During 2019, a party related to the Company by virtue of common ownership entered into a lease agreement for a restaurant location for which the Company made an advance rental payment on their behalf in the amount of $34,332. During 2020, management determined these monies would not be reimbursed to the Company and therefore this amount was reclassed to stockholder distributions in the accompanying statements of income and accumulated deficit.

In the ordinary course of business, the Company periodically advances funds to and receives funds from entities related to the Company by common ownership and control. No interest is charged on these advances. Advances to and from these entities are unsecured and have no specific repayment terms. Management expects such balances will be settled, which may not be in cash, within the next 12 months of the balance sheet date. The balances due to and from these related parties are included in "Due from related parties" in the accompanying balance sheets.

NOTE 10. COMMITMENTS AND CONTINGENCIES

Consulting agreement and multi-unit rights

The Company has entered into a 10-year consulting agreement (the "Agreement") with a consultant (the "Consultant"), which expires in 2025, to advise the Company in its marketing and sale of franchised restaurants and recruit, as the Company's franchise broker, potential franchisees to develop The Halal Guys restaurants.

The Agreement provides for the Consultant to receive deferred charges payments as follows:

- 50% of all initial franchise fees for stores developed; and
- The greater of 1% of the developed franchisees total revenue; or 20% of the royalties charged by the Company to the franchisees.

The payments are made to compensate the Consultant for services provided to the franchisees.

NOTE 10. COMMITMENTS AND CONTINGENCIES (CONTINUED)

Consulting agreement and multi-unit rights (continued)

For the years ended December 31, 2021 and 2020, payments made under the Agreement were $1,818,455 and $1,727,917, respectively. In addition, $3,527,537 and $3,923,742 of total aggregate deferred charges paid have been classified as prepaid as the related stores were not opened as of the years ended December 31, 2021 and 2020, respectively. For the years ended December 31, 2021, 2020 and 2019, deferred charges expense related to the Agreement of approximately $2,232,217, $1,620,000 and $2,083,000, respectively, has been included in "Selling, general and administrative expenses" in the accompanying statements of income and accumulated deficit.

Operating lease

The Company has a five-year lease agreement for office space located in Woodside, New York. The lease term commenced on September 1, 2019, and shall terminate on August 31, 2024. The initial base rent is $200,400 per annum for the first year of the lease; thereafter increasing by 3% a year in each of the remaining four years of the lease term. As additional rent, the Company is also responsible for its allocable portion of certain general operating expenses of the property.

Future minimum lease payments for the remaining life of the lease at December 31, 2021, are as follows:

Year ending December 31:	Amount
2022	$ 214,730
2023	221,172
2024	150,368
	$ 586,270

Rent expense pertaining to this lease amounted to $260,790, $260,790 and $70,930 for the years ended December 31, 2021, 2020 and 2019, respectively.

Letter of credit

At December 31, 2021, the Company had an outstanding irrevocable letter of credit in the amount of $150,552. The letter of credit, which expired on August 31, 2021, and is renewable annually through August 31, 2024, collateralizes the Company's obligations to its landlord for the Woodside, New York operating lease in lieu of the payment of a cash security deposit. The letter of credit was renewed during 2021. To secure obligations which may be payable under the letter of credit arrangement, the Company was required to segregate and restrict the usage of cash in the amount of $150,552 and $150,477 in 2021 and 2020, respectively, during the duration of the agreement.

Lease guarantee

The Company is listed as a guarantor on a 10-year lease by a commonly-owned affiliate (the "Affiliate Lessee"), to operate a restaurant (the "Affiliate Lease"). Should the Affiliate Lessee default on its obligations, the Company would become fully liable, with no limitations, of all obligations pursuant to the Affiliate Lease. In the event of a default, the maximum future lease payments that the affiliate would be required to make over the remainder of the lease at December 31, 2021, are as follows:

NOTE 10. COMMITMENTS AND CONTINGENCIES (CONTINUED)

Lease guarantee (continued)

Year ending December 31:	Amount
2022	$ 355,250
2023	365,908
2024	376,885
2025	388,191
Thereafter	1,894,453
	$ 3,380,687

As of December 31, 2021, the Affiliate Lessee is current with its lease obligations. Based on the information gathered as part of its monitoring of risks, the Company has not accrued a liability for this guarantee because management has determined that the likelihood of incurring a payment obligation in connection with this guarantee is remote.

Litigation

The Company is, from time to time, involved in litigation that arises in the ordinary course of business. Management presently believes that the ultimate outcome of these proceedings, individually or in the aggregate, will not have a material adverse effect on the Company's financial position, results of operations or cash flows. Nevertheless, litigation is subject to inherent uncertainties, and unfavorable ruling could occur. An unfavorable ruling could include money damages and, in such event, could result in a material adverse impact on the Company's financial position, results of operations or cash flows for the period in which the ruling occurs.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS OR HER OPINION WITH REGARD TO THEIR CONTENT OR FORM.

The Halal Guys Franchise Inc.
Balance Sheet
As of March 31, 2022

	Total
ASSETS	
Current Assets	
Bank Accounts	
10000 front fees (1771)	803,973.69
10100 Royality fees (1742)	2,166,626.88
10200 Rebates (1784)	1,468,476.36
10300 Marketing fees (7707)	1,273,998.35
10350 Gift cards (1341)	29,659.39
10400 Letter of Credit - 4794	150,551.55
Total Bank Accounts	**5,893,286.22**
Accounts Receivable	
11000 Accounts Receivable	377,185.88
Total Accounts Receivable	**377,185.88**
Other Current Assets	
11050 Franchisee Fee Receivable	-
12600 Allowance for Doubtful Accounts	(50,327.66)
18000 Intercompanies	
18001 Due to Altawifikia	(3,153.00)
18002 Due to/from Altawhid (4373)	-
18003 Due to/from All 53 SW Inc. (9810)	137,976.41
18004 Due To/From Elsalam (1077)	15,389.78
18005 Due To/From Al Shukr (8757)	23,000.00
18006 Due to/from The Halal Guys Inc. (0861)	80,000.00
18007 Due to/from THG Union Station	50,000.00
18008 Due To/From Halal Restaurant Ventures LLC	-
Total 18000 Intercompanies	**303,213.19**
18200 Loyalty Card Deposit	-
Prepaid Expenses	
13000 Prepaid Commissions	4,351,879.13
13001 Prepaid Subscriptions	-
13002 Prepaid Workers' Comp	2,939.00
13003 Prepaid Liability Insurance	47,141.99
13004 Prepaid DBL/PFL	10,654.73
13005 Prepaid- Other	5,621.17
Total Prepaid Expenses	**4,418,236.02**
Uncategorized Asset	-
Total Other Current Assets	**4,671,121.55**
Total Current Assets	**10,941,593.65**
Fixed Assets	
15000 Fixed Assets	
15010 Equipment	35,460.41

15020 Furniture & Fixtures	33,257.17
15030 Leasehold Improvements	64,947.65
Total 15000 Fixed Assets	**133,665.23**
Accumulated Depreciation	(45,284.90)
Total Fixed Assets	**88,380.33**
Other Assets	
15040 Intangible Assets	-
20000 Payroll Clearance	-
Total Other Assets	-
TOTAL ASSETS	**11,029,973.98**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
21000 Accounts Payable	89,659.59
Total Accounts Payable	**89,659.59**
Credit Cards	
23002 BOA Mastercard (Marketing) (1006)	4,786.34
23004 BOA Mastercard - (Corp) (6104)	-
23005 BOA Mastercard (Corp) (7612)	6,553.50
Total Credit Cards	**11,339.84**
Other Current Liabilities	
22000 Accrued Expenses	24,536.00
22009 Accrued Expenses- HV	-
22010 Accrued Bonuses	-
22020 Accrued Sick Leave	30,404.96
23000 Gift Certificates Payable	75,532.81
24000 Garnishment Payable	-
24500 Deferred Franchise Fee Revenue	8,543,186.83
24510 Franchisee Deposits	-
24700 Accrued Commissions	-
24800 Marketing fund Liability	652,780.29
25010 Deferred Rent	14,516.29
27000 Suspense - Balance Sheet	(0.01)
27010 Uncleared Checks	10,356.55
28000 Loans Payable	
28010 PPP Loan	-
Total 28000 Loans Payable	-
Total Other Current Liabilities	**9,351,313.72**
Total Current Liabilities	**9,452,313.15**
Total Liabilities	**9,452,313.15**
Equity	
14000 Shareholder Loan	-
30010 Mohamed Abouelenein	(1,452,162.28)
30020 Ahmed Elsaka	(1,452,161.28)
30030 Abdelbaset Elsayed	(1,452,161.29)
30100 Common Stock	1,320,027.00

32000 Retained Earnings	3,807,398.44
32001 Opening Balance Equity	-
Net Income	806,720.24
Total Equity	**1,577,660.83**
TOTAL LIABILITIES AND EQUITY	**11,029,973.98**

The Halal Guys Franchise Inc.
Profit and Loss
January - March, 2022

	Total
Income	
40000 Royalty Income	1,837,546.66
40050 Royalty Income - Discounts Given	(836.89)
41000 Marketing Income	601,882.60
41050 Marketing Income - Discounts Given	(278.96)
43000 Front Fees Income	20,000.00
44000 Rebate Income	447,130.77
45000 Training Fees	5,000.00
Total Income	**2,910,444.18**
Cost of Goods Sold	
50000 Commissions	
50010 Commissions - Royalties	384,810.13
Total 50000 Commissions	**384,810.13**
Total Cost of Goods Sold	**384,810.13**
Gross Profit	**2,525,634.05**
Expenses	
60000 Payroll & Benefits	
60100 Marketing - Salaries	124,188.45
60200 Corporate - Salaries	452,835.11
60300 Founders' Salaries	66,000.00
60400 Payroll Taxes	
60410 Social Security/FICA	35,037.66
60411 NY MCTMT - Marketing Dept	3.06
60420 Medicare	8,194.43
60430 SUTA	6,637.60
60440 FUTA	1,251.27
60450 NY MCTMT	1,974.71
60460 Social Security - Marketing Dept	7,590.04
60470 Medicare - Marketing Dept	1,775.08
60480 SUTA - Marketing Dept	3,236.51
60490 FUTA - Marketing Dept	311.54
Total 60400 Payroll Taxes	**66,011.90**
60500 Insurance	
60510 Disability	5.15
60520 Health Insurance - Corporate	67,154.85
60530 Workers' Comp	2,204.25
60550 NY PFL	34.91
Total 60500 Insurance	**69,399.16**
Total 60000 Payroll & Benefits	**778,434.62**
70000 Controllable Expenses	
70020 Office Expense	24,662.00

70060 Telephone Expense	12,659.28
70090 Equipment Rental/Lease	1,766.19
70100 Linens/Uniforms	8,510.00
70120 Outside Services	4,752.30
Total 70000 Controllable Expenses	**52,349.77**
75000 Occupancy Expense	
75010 Rent Expense	65,151.09
75020 Utilities	5,544.46
Total 75000 Occupancy Expense	**70,695.55**
80000 General & Administrative	
80010 Marketing Department	
80011 Loyalty Program	51,345.30
80012 Travel	
80014 Hotels	740.43
80015 Airfare	2,824.80
Total 80012 Travel	**3,565.23**
80016 Social Media	28,523.39
80017 Marketing Dept- Other Expenses	254.12
80018 Website	900.00
80020 Franchisee Conference Expense	(50,000.00)
80021 Public Relations / Marketing Consultants	49,083.33
80024 Marketing Content Production	8,102.25
80025 Marketing Printing Expense	172.08
80027 Gift card Fees	10,630.00
80028 Marketing Software Fees	77,791.71
80029 Marketing Campaigns	140,400.00
80030 Marketing Limited Time Offerings (LTO)	341.77
80032 Mystery Shopper/ Customer Relations	48,916.95
80035 Music Consultant	8,813.12
Total 80010 Marketing Department	**378,839.25**
81000 Corporate and Training	
81012 Travel - Corporate	70,179.54
81013 Meals - Corporate	18,460.56
81015 Airfare - Corporate	1,542.04
Total 81012 Travel - Corporate	**90,182.14**
Total 81000 Corporate and Training	**90,182.14**
85000 Bank Service Charges	12,522.33
85030 Software Expenses	15,650.21
85060 Dues & Subscriptions	587.93
85070 Liability Insurance	27,247.51
85080 Payroll Processing Fee	1,715.88
85085 Accounting Fees	62,800.00
85090 Legal Fees	82,290.91
85100 Consultants	84,366.70
85110 Owner's Auto Expense	2,552.31
85120 HR/Recruiting	52,674.16
85130 Repairs and Maintenance	4,851.21

85140 Postage	52.30
Total 80000 General & Administrative	**816,332.84**
Total Expenses	**1,717,812.78**
Net Operating Income	**807,821.27**
Other Income	
90020 Grants & Loan Forgiveness	728.70
Total Other Income	**728.70**
Other Expenses	
93000 State and Local Income Taxes and Filing Fees	642.64
99999 Suspense	5,024.54
Total Other Expenses	**5,667.18**
Net Other Income	**(4,938.48)**
Net Income	**802,882.79**

EXHIBIT B TO THE DISCLOSURE DOCUMENT
FRANCHISE AGREEMENT

THE HALAL GUYS FRANCHISE INC.

FRANCHISE AGREEMENT

_____

FRANCHISEE

_____

DATE

_____

RESTAURANT

TABLE OF CONTENTS

ARTICLE 1 1
GRANT 1
1.1. Grant of Franchise 1
1.2. Accepted Location. 1
1.3. Your Restrictions. 2
1.4. Relocation. 2
1.5. Designated Territory. 2
1.6. Our Reserved Rights. 3
1.7. Forms of Agreement 5

ARTICLE 2 5
SITE SELECTION, PLANS AND CONSTRUCTION 5
2.1 Your Responsibility to Locate a Site.. 5
2.2 Site Selection. 5
2.3 Zoning Clearances, Permits and Licenses. 6
2.4 Design of Restaurant. 6
2.5 Build-Out of Restaurant. 7
2.6 Specifications and Sources of Supply 8
2.7 Opening Date; Time is of the Essence. 8

ARTICLE 3 9
TERM AND RENEWAL 9
3.1 Initial Term.. 9
3.2 Renewal Term and Renewal Agreement 9
3.3 Renewal Under Law 10

ARTICLE 4 ..... **10**
FEES 10
4.1 Initial Franchise Fee 10
4.2 Royalty Fees 11
4.3 Worldwide Creative Marketing Fee. 11
4.4 Technology Development Fee. 11
4.5 Definition of Gross Sales 11
4.6 Interest on Overdue Amounts. 11
4.7 Other Payments. 12
4.8 Reporting and Payments to Us. 12

ARTICLE 5 ..... **13**
OUR OBLIGATIONS 13
5.1 Site Selection Assistance. 13
5.2 Confidential Operations Manual; Policy Statements.. 13
5.3 Initial Training Program 14
5.4 On-Site Opening Assistance 15
5.5 Additional On-Site Training Or Assistance.. 15
5.6 On-Going Training. 15
5.7 Additional Training Certification. 15
5.8 Franchisee Meetings. 15
5.9 Field Support Services 16
5.10 Accounting, MIS and POS Systems 16

5.11 Pricing. 16
5.12 Nature of Obligations. 16

ARTICLE 6 16

YOUR AGREEMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS 16
6.1 General Representations. 16
6.2 Representations of Business Entity. 17
6.3 Requirements of Business Entity 17
6.4 Your Participation in the Restaurant; General Manager; Assistant General Managers; Employees. 18
6.5 Compliance with Laws 19
6.6 Compliance with All Other Obligations 20

ARTICLE 7 20

FRANCHISE OPERATIONS 20
7.1 Compliance with Standards. 20
7.2 Modifications to the System. 20
7.3 Cobranding. 20
7.4 Maintenance of Restaurant 21
7.5 Health, Safety and Cleanliness of Restaurant. 21
7.6 Remodeling and Redecorating. 21
7.7 Requirements Concerning Programs, Products and Services. 22
7.8 Unapproved Products and Services and/or Suppliers. 24
7.9 Operation of Restaurant in Compliance with Our Standards 24
7.10 Complaints. 26
7.11 Testimonials and Endorsements 26
7.12 Trade Accounts. 26
7.13 No Conflicting Agreements. 26
7.14 Taxes 26
7.15 Government Actions 27
7.16 Power of Attorney for Telephone Listings and Internet Accounts, Etc. 27
7.17 Power of Attorney for Taxes. 27
7.18 Customer Surveys; Mystery Shopper 27
7.19 Adequate Reserves and Working Capital 27
7.20 Hours of Operation 27
7.21 Inspection. 27
7.22 Intellectual Property You Develop 28

ARTICLE 8 28

ADVERTISING AND RELATED FEES 28
8.1 Advertising and Promotional Materials. 28
8.2 Participation in Advertising. 28
8.3 Local Advertising. 28
8.4 Worldwide Creative Marketing Fund 29
8.5 Advertising Cooperatives. 30
8.6 Conduct of Advertising; Our Approval 30
8.7 Websites and Social Media 31
8.8 Advisory Council. 32
8.9 Grand Opening Advertising. 32

ARTICLE 9 ..... **32**

MARKS 32
9.1 Use of Proprietary Marks.. 32
9.2 Ownership of Proprietary Marks; Limited License 32
9.3 Limitation on Use of Proprietary Marks 33
9.4 Notification of Infringement or Claim 34
9.5 Retention of Rights by Us 34

ARTICLE 10 ..... **34**

CONFIDENTIALITY AND NON-COMPETITION COVENANTS 34
10.1 Confidential Information 34
10.2 Non-Competition. 35
10.3 Failure to Comply 37

ARTICLE 11 ..... **37**

BOOKS AND RECORDS 37
11.1 Books and Records 37
11.2 Reports 37
11.3 Inspections; Audits 38
11.4 Correction of Errors. 38
11.5 Authorization of Us 38
11.6 We Are Attorney-in-Fact. 38

ARTICLE 12 ..... **39**

INSURANCE 39
12.1 You Must Procure Insurance 39
12.2 Your Required Insurance Coverage. 39
12.3 Insurance Requirements 39
12.4 Certificates of Insurance 40
12.5 Renewal 40
12.6 Purchase of Insurance on Your Behalf 40
12.7 Report of Claims.. 40
12.8 Reservation of Rights 40
12.9 Assignment of Claims. 40
12.10 No Undertaking or Representation 40
12.11 Failure to Purchase or to Reimburse 41

ARTICLE 13 ..... **41**

DEBTS AND TAXES 41
13.1 Taxes. 41
13.2 Payments to Us 42
13.3 Tax Disputes. 42
13.4 Compliance with Laws 42
13.5 Notification of Action or Proceeding 42

ARTICLE 14 ..... **42**

TRANSFER OF INTEREST 42
14.1 Transfer by Us 42
14.2 Transfer by You – General 43
14.3 Assignment By You – To A Business Entity You Form. 43
14.4 Transfer by You – Sale to a Third Party. 44

14.5 Our Right of First Refusal 47
14.6 Death or Disability. 48
14.7 No Waiver of Claims 50
14.8 Your Offer and Sale of Securities. 50
14.9 Bankruptcy 50
14.10 No Waiver of our Rights. 51
ARTICLE 15 51
INDEMNIFICATION 51
ARTICLE 16 53
RELATIONSHIP OF THE PARTIES 53
16.1 Relationship of the Parties. 53
16.2 Franchisee is the Sole and Exclusive Employer of its Employees. 53
ARTICLE 17 54
TERMINATION 54
17.1 Automatic Termination – No Right to Cure. 54
17.2 Termination By Us Upon Notice - - No Opportunity to Cure. 55
17.3 Termination By Us - - Thirty Days to Cure 57
17.4 Description of Default. 59
17.5 Your Failure to Pay Constitutes Your Termination of This Agreement 60
17.6 Cross-Defaults, Non-Exclusive Remedies, Etc. 60
17.7 Continuance of Business Relations.. 60
17.8 Our Right to Discontinue Services to You 60
17.9 Amendment Pursuant to Applicable Law 60
17.10 Our Right to Send Notifications of Termination 60
ARTICLE 18 61
18.1 Further Obligations and Rights Following the Termination or Expiration of this Agreement.. 61
18.2 Assignment of Options by Us. 63
18.3 Liquidated Damages. 63
ARTICLE 19 63
19.1 Option to Purchase Your Franchised Business's Assets, Computers and Computer and Point of Sale Systems. 63
19.2 Appraisals.. 64
19.3 Timing.. 65
ARTICLE 20 65
TECHNOLOGY 65
20.1 Computer Systems and Software 65
20.2 Data.. 66
20.3 Privacy 67
20.4 Intranet. 67
20.5 On-line Use of Proprietary Marks. 67
20.6 No Outsourcing Without Prior Written Consent 67
20.7 Changes to Technology 67
20.8 Credit Cards and Other Modes of Payment. 68
20.9 Compliance with Security Protocols 68

ARTICLE 21 ..... **68**
SECURITY INTEREST 68
21.1 Collateral. 68
21.2 Indebtedness Secured 68
21.3 Additional Documents 69
21.4 Possession of Collateral. 69
21.5 Our Remedies in Event of Default. 69
21.6 Special Filing as Financing Statement. 69
ARTICLE 22 ..... **69**
YOUR ACKNOWLEDGMENTS 69
22.1 Your Acknowledgments 69
ARTICLE 23 ..... **71**
23.1 Liability of "Franchisee" 71
23.2 Guaranty. 71
ARTICLE 24 ..... **71**
MISCELLANEOUS 71
24.1 Notices 71
24.2 Integration of Agreement. 72
24.3 No Oral Modification 73
24.4 Approvals 73
24.5 Waiver and Delay 73
24.6 Our Withholding of Consent – Your Exclusive Remedy 73
24.7 No Warranty or Guaranty. 73
24.8 Our Right to Cure Defaults 73
24.9 Unavoidable Delay or Failure to Perform 73
24.10 Continued Obligation to Pay Sums 73
24.11 Legal Actions, Governing Law and Venue. 74
24.12 Injunction 75
24.13 Our Business Judgment 76
24.14 No Third Party Beneficiaries. 76
24.15 Execution in Multiple Counterparts. 76
24.16 Captions 76
24.17 Construction and Interpretation. 76
24.18 Survival of Termss. 76
24.19 Severability of Provisions. 76
24.20 Joint and Several Obligations. 77
24.21 Rights and Remedies Cumulative 77
24.22 References 77
24.23 No Rights or Remedies Except to the Parties 77
24.24 Effectiveness of Agreement. 77
24.25 Modification of the System 77
24.26 Operation in the Event of Absence or Incapacity. 78
24.27 Step-In Rights. 78
24.28 Further Assurances 78

ARTICLE 25 79
SUBMISSION OF AGREEMENT..... 79

EXHIBITS

A - Accepted Location and Designated Territory
B - Collateral Assignment of Lease
C - Ownership of Franchisee
D - Confidentiality and Non-Competition Agreement
E - Electronic Transfer Authorization
F - Internet Websites and Listings Agreement; Telephone Listing Agreement
G - Power of Attorney (Tax)
H - Multi-State Addendum
I - General Release Forms: Renewal, Transfer
J - Franchisee Disclosure Acknowledgment Statement
K - Guaranty
L - Americans with Disabilities Act ("ADA") Certification

THE HALAL GUYS FRANCHISE INC.

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "**Agreement'**) is made and entered into by and between THE HALAL GUYS FRANCHISE INC., a New Jersey corporation having its principal address at 26-44 Borough Place, Flushing, New York 11377 ("**Franchisor**", "**we**", "**us**" or "**our**") and _____, a _____ [corporation / limited liability company / partnership] having its principal address at _____ ("**Franchisee**" "**you**" or "**your**") on the date this Agreement is executed by us below (the "**Effective Date**").

W I T N E S S E T H:

WHEREAS, as the result of the expenditure of time, skill, effort and money, we and our affiliates have developed and own a unique and distinctive system (hereinafter "**System**") for the establishment of a business (each a "**Franchised Business**") that operates quick-service restaurants (each a "**Restaurant**") serving signature meats and sauces over rice and other popular American Halal food items for dine-in and take-out and offering and selling related programs, products and services;

WHEREAS, the distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, décor, color scheme, and furnishings; proprietary products and ingredients; proprietary recipes and special menu items, uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; procedures for inventory, management and financial control; training and assistance; and advertising and promotional programs, all of which may be changed, improved, and further developed by us from time to time;

WHEREAS, we identify the System by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the mark "The Halal Guys®" and such other trade names, service marks, and trademarks as are now designated (and may hereafter be designated by us in writing) for use in connection with the System (the "**Proprietary Marks**"); and,

WHEREAS, you desire to acquire the right to use the System and the Proprietary Marks in connection with the operation of a Restaurant at a location we approve.

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

ARTICLE 1
GRANT

1.1. Grant of Franchise. We hereby grant to you, upon the terms and conditions in this Agreement, the right and license, and you hereby accept the right and obligation, to establish and operate a single Restaurant under the Proprietary Marks and the System in accordance with this Agreement. You agree to use the Proprietary Marks and the System as we may change, improve, modify or further develop them from time to time as provided in this Agreement, and only in accordance with the terms and conditions of this Agreement and any related agreements.

1.2. Accepted Location. Your Franchised Business may establish only one (1) Restaurant, which Restaurant must be located at a site we approve in advance. The specific street address of the

Restaurant location accepted by us shall be set forth in Exhibit A (the "**Location**" or "**Accepted Location**"). You may use the Accepted Location for no other purpose than the operation of the Franchised Business.

1.3. Your Restrictions. Your Franchised Business may only offer and sell System programs, products and services in, at and from your Restaurant at the Accepted Location. Your Franchised Business may only engage in the retail sale of System programs, products and services. Under no circumstance may you and/or your Franchised Business:

1.3.1 Establish any physical presence at or from which System programs, products or services are prepared, offered, sold or furnished, other than your Restaurant at the Accepted Location.

1.3.2 Offer or sell System programs, products or services anywhere, through any means or manner other than your Restaurant at the Accepted Location, including alternative channels of distribution, such as the internet/worldwide web/virtual platforms (including without limitation the metaverse) and other forms of electronic commerce; engage in cryptocurrency, non-fungible token (NFTs) and other blockchain promotions; "800" or similar toll-free telephone numbers; supermarkets, grocery stores or convenience stores; mail order; catalogs; or, any other distribution channel whatsoever except from your Restaurant at the Accepted Location.

1.3.3 Offer delivery and/or catering services of System menu items or products except as we may (but need not) authorize in writing. If we authorize you to offer delivery and/or catering services, you must comply with our then-current standards for same, as we may specify in the Manual or otherwise. We may modify and/or revoke our authorization of delivery and/or catering services at any time for any reason. You hereby understand, acknowledge and agree that, if we permit you to offer delivery and/or catering services from your Restaurant, we have the unrestricted right to obtain your sales and other related transaction data directly from the delivery and/or catering service provider.

1.3.4 Engage in the wholesale sale or distribution of any System programs, products or services, or the programs, products, equipment, and/or services which your Franchised 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. "**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.

1.4. Relocation. You may not relocate your Restaurant from the Accepted Location to another location without first obtaining our written approval for the new location and paying us our then-current relocation fee to off-set the costs we incur relating to the evaluation of the new location. If you relocate the Restaurant with our approval subject to the terms of this Section 1.4, the new location will become the "Accepted Location" of the Franchised Business. Any relocation will be at your sole cost and expense. 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 Article 2 and our then-current standards, specifications and requirements.

1.5. Designated Territory. Upon the execution of this Agreement, you will be assigned a protected geographical territory (the "**Designated Territory**") that will be described in Exhibit A hereto. Within the Designated Territory, 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, except as provided in Section 1.6 below ("Our Reserved Rights"). These restrictions will terminate immediately upon the expiration or termination of this Agreement for any reason.

1.5.1. Notwithstanding the foregoing, you hereby understand, acknowledge and agree that: (i) in the event we permit you to operate a Restaurant at a Non-Traditional Site, which we are under no obligation to do, you will not receive any Designated Territory; (ii) we reserve the right to adjust the boundaries of the Designated Territory at any time if we feel it conflicts with another franchisee's designated territory or trade area; and, (iii) the restrictions contained in Section 1.5 above do not apply to The Halal Guys Restaurants in operation, under lease, in construction or under other commitment to open in the Designated Territory as of the Effective Date.

1.6. Our Reserved Rights.

1.6.1. You understand and agree that we and/or our affiliates may, in or outside the Designated Territory (except as we are restricted by Section 1.5 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. 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 1.5 above. 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 Designated Territory, so long as such other business does not sell under the Proprietary Marks the type of programs, products or services which your Franchised Business offers and sells (except as permitted below). Further, we and/or our affiliates may (i) during the Initial Term and any renewal thereof own, operate or authorize others to own or operate Franchised Businesses at any location outside of your Designated Territory, including immediately proximate to your Designated Territory and (ii) after termination or expiration of this Agreement, operate or authorize others to own or operate Franchised Businesses at any location within your Designated Territory.

1.6.2. You further understand, acknowledge and agree that we and our affiliates alone have the right, both within and outside of the Designated Territory, to:

(a) Offer and sell (directly, or through other franchisees or licensees) System programs, products and services at any and all nontraditional sites, including nontraditional sites situated in your Designated Territory and identified in whole or in part by the Proprietary Marks, through the establishment of Restaurants, kiosks, mobile units, concessions or "shop in shops", and that, by contrast, you are precluded in engaging in such activity. "**Non-Traditional Sites**" include: gas stations; transportation facilities, including toll roads, airports, train stations, subways and rail and bus stations; military bases and government offices and facilities; sports facilities, including stadiums and arenas; theaters; reports; amusement parks, zoos and convention centers; car and truck rest stops and travel centers; educational facilities; recreational theme parks; hospitals and health care facilities; business or industrial foodservice venues; guest lodging facilities; day care facilities of any type; condominium and cooperative complexes; the premises of any third party retailer which is not a restaurant (including shops, stores and department stores); food retailers (including supermarkets, grocery stores and convenience stores); malls and mall food courts; schools and universities; venues in which foodservice is or may be provided by a master concessionaire or contract foodservice provider; Indian reservations; casinos; ghost kitchens, cloud kitchens and other delivery-only concepts; or any similar captive market or any other location to which access to the general public is restricted. You understand and acknowledge that if any Non-Traditional Site is located within the physical boundaries of your Designated Territory, then the premises of this Non-

Traditional Site will not be included in your Designated Territory and you will have no rights to this Non-Traditional Site.

(b) 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 Designated Territory, including (by way of example only): business entities with offices or branches situated both inside and outside of your Designated Territory; government agencies, branches or facilities; guest lodging networks; healthcare networks; the military; and, any other customer whose presence is not confined to your Designated Territory. Only we will have the right to enter into contracts with National, Regional and Institutional Accounts (which may include facilities within your Designated Territory). If we receive orders for any System products or services calling for delivery or performance in your Designated 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 The Halal Guys franchisee may serve the customer within your Designated Territory, and you will not be entitled to any compensation.

(c) Offer and sell within and outside your Designated 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; ghost kitchens, cloud kitchens and other delivery-only concepts; mail order; catalogs; television sales (including "infomercials"); or, any other channel of distribution whatsoever except for a Restaurant in your Designated Territory.

(d) Sell and distribute products identified by the Proprietary Marks in the Designated Territory to restaurants other than restaurants identified by the Proprietary Marks or award national, regional or local licenses to third parties to sell products under the Proprietary Marks in foodservice facilities primarily identified by the third party's trademark, provided those restaurants or foodservice facilities are not licensed to use the Proprietary Marks in connection with their retail sales.

(e) Develop and/or own other franchise systems for the same or similar products and services using trade names and trademarks other than the Proprietary Marks. You acknowledge and agree that our affiliates may in the future operate food service businesses under different marks and with operating systems that are the same as or similar to the System, at any location (including within the Designated Territory) and that any such businesses might compete with your Restaurant.

1.6.3. In addition, you understand, acknowledge and 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 Designated Territory or immediately proximate to the Designated Territory.

1.6.4. You waive and release any claims, demands or damages arising from or related to any of the above activities and promise never to begin or join in any legal action or proceeding, or register a complaint with any governmental entity, directly or indirectly contending otherwise.

1.7. Forms of Agreement. You acknowledge that, over time, we have entered, and will continue to enter, into agreements with other franchisees that may contain provisions, conditions and obligations that differ from those contained in this Agreement. The existence of different forms of agreement and the fact that we and other franchisees may have different rights and obligations does not affect our or your duties to comply with the terms of this Agreement.

ARTICLE 2
SITE SELECTION, PLANS AND CONSTRUCTION

2.1 Your Responsibility to Locate a Site. You assume all cost, liability, expense and responsibility for locating, obtaining and developing a site for the Restaurant within the Designated Territory, and for constructing and equipping the Restaurant at such site. You shall not make any binding commitment to a prospective vendor or lessor of real estate with respect to a site for the Restaurant unless the site is accepted by us as set forth below. You acknowledge that the location, selection, procurement and development of a site for the Restaurant is your responsibility; that in discharging such responsibility you shall consult with real estate and other professionals of your choosing; and, that our acceptance of a prospective site and the rendering of assistance in the selection of a site does not constitute a representation, promise, warranty or guarantee, express or implied, by us that the Restaurant operated at that site will be profitable or otherwise successful.

2.2 Site Selection.

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

2.2.2 Prior to acquiring by lease or purchase a site for the Restaurant, but within one hundred eighty (180) days of the Effective Date this Agreement, you shall locate a site for the Restaurant that satisfies the site selection guidelines we provide to you and you shall submit to us in the form specified by us a description of the site, including evidence reasonably satisfactory to us demonstrating that the site satisfies our then-current site selection guidelines, together with such other information and materials as we may reasonably require, including, but not limited to, maps, completed checklists, photographs, diagrams of the premises with measurements, a letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining the site. You agree to use your best efforts to find an acceptable site. We shall have thirty (30) days after receipt of this information and materials to approve or disapprove, in our sole discretion, the proposed site as the location for the Restaurant. If you are unable to locate a site for your Restaurant within the time limits and following the procedures specified in this Section 2.2, then this failure will be a material and incurable breach of this Agreement.

2.2.3 We may, in accordance with Section 5.1, provide you with certain site selection assistance, at your expense. Should we provide you with such assistance, you will be required to pay our then-current site selection assistance fee and reimburse us for the reasonable costs we incur in connection therewith (including without limitation our designees' and/or representatives' living, lodging and transportation expenses and virtual reporting costs). No site may be used for the Location of the Restaurant unless it is first accepted in writing by us. You acknowledge and agree that our approval of a Location for the Restaurant is not a warranty or guaranty, express or implied, that you will achieve any particular level of success at the Location or that your Restaurant will be profitable and you hereby forever waive any claim

to the contrary. Our approval of a Location for the Restaurant only signifies that the Location meets our then-current minimum criteria for a Restaurant.

2.2.4 If you elect to purchase the premises for the Restaurant, you shall submit a copy of the proposed contract of sale to us for our written approval prior to its execution and shall furnish to us a copy of the executed contract of sale within ten (10) days after execution. If you will occupy the premises of the Restaurant under a lease or sublease, you shall submit a copy of the lease or sublease to us for written approval prior to its execution and shall furnish to us a copy of the executed lease or sublease within ten (10) days after execution. Unless we otherwise approve in advance, any lease or sublease must be accompanied by a rider incorporating the requirements specified in Exhibit B to this Agreement. We shall have thirty (30) days after receipt of the lease, sublease or the proposed contract of sale to either approve or disapprove such documentation prior to its execution. If we do not communicate our approval or disapproval of a proposed lease to you within thirty (30) days following our receipt of the proposed lease, and if the lease is accompanied by a Collateral Assignment of Lease containing the required provisions of Exhibit B, 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 Accepted Location without our advance written approval.

2.2.5 After a site for the Restaurant is accepted by us and acquired by you pursuant to this Agreement, we will insert that Accepted Location and the Designated Territory into Exhibit A to this Agreement.

2.3 Zoning Clearances, Permits and Licenses. You shall be responsible, at your own expense, for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances or regulations or which may be necessary as a result of any restrictive covenants relating to the Restaurant premises. Prior to beginning the construction of the Restaurant, you shall (i) obtain all permits, licenses and certifications required for the lawful construction or remodeling and operation of the Restaurant, and (ii) certify in writing to us that the insurance coverage specified in Article 12 is in full force and effect and that all required approvals, clearances, permits and certifications have been obtained. Your indemnification of us, our affiliates and all other Franchisor Parties specified in Article 15 below applies (without limitations) to each and every activity arising from or related to the construction of your Restaurant. Upon written request, you shall provide to us additional copies of your insurance policies or certificates of insurance and copies of all such approvals, clearances, permits and certifications. You must comply with all federal, state and local laws, codes and regulations, including the applicable provisions of the Americans with Disabilities Act ("ADA") regarding the construction, design and operation of the Restaurant. In the event you receive any complaint, claim, other notice alleging a failure to comply with the ADA, you shall provide us with a copy of such notice within five (5) days after receipt thereof.

2.4 Design of Restaurant.

2.4.1 We will loan you one (1) set of prototypical architectural and design plans and specifications for a Restaurant. 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 must employ a qualified, licensed architect and/or engineer, at your expense, that we specify or, if we do not specify, who is reasonably acceptable to us to complete, adapt, modify or substitute the layout, plans and specifications for your Restaurant and 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.

2.4.2 If we determine, in our reasonable discretion, that your proposed final plans are not consistent with the best interests of the System, we may prohibit the implementation of such plans, and in this event will notify you of any objection(s) within fourteen (14) business days of receiving such plans. If we fail to notify you of an objection to the plans within this time period, you may use such plans. If we object to any such plans, we shall provide you with a reasonably detailed list of changes necessary to make the plans acceptable. We shall, upon a re-submission of the plans with such changes, notify you within fourteen (14) business days of receiving the resubmitted plans whether the plans are acceptable. If we fail to notify you in writing of any objection within such time period, you may use the resubmitted plans. You acknowledge that our review of your proposed plans relates only to compliance with the System and presentation of the Proprietary Marks, and that acceptance by us of such plans does not constitute a representation, warranty, or guarantee, express or implied, by us that such plans are accurate or free of error concerning their design or structural application. You understand and agree, and promise never to contend or assert otherwise, 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 other Franchisor Parties referenced in Article 15 below nor render us liable in any fashion or to any extent for any liabilities engendered thereby.

2.4.3 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 which we give these plans and specifications may use them without owing you any compensation or being liable to you in any way.

2.5 Build-Out of Restaurant.

2.5.1 You must engage a qualified, licensed and bonded general contractor to construct your Restaurant and to complete all improvements. You shall commence and diligently pursue construction or remodeling (as applicable) of the Restaurant. Commencement of construction shall be defined as the time at which any site work is initiated by you or on your behalf at the Accepted Location. Site work includes, without limitation, paving of parking areas, installing outdoor lighting and sidewalks, extending utilities, demising of interior walls and demolishing of any existing premises. During the time of construction or remodeling, you shall provide us with such periodic reports regarding the progress of the construction or remodeling as may be reasonably requested by us. 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 refurnishing of your Restaurant at any time after it opens.

2.5.2 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 2.4 before implementing the changes. You hereby grant us access to your Restaurant and Location while work is in progress. We may make such on-site inspections as we may deem reasonably

necessary to evaluate such progress. We may require any reasonable modifications of the construction of your Restaurant premises thereof 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.

2.5.3 When construction is complete and before you open your Restaurant: (A) your architect and general contractor must provide us with a certificate stating that the as-built plans for the Restaurant fully complies with 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 and any building codes, fire codes and permit requirements; and (B) you must provide us with a completed ADA certification substantially in the form of Exhibit L to this Agreement.

2.5.4 You shall notify us of the scheduled date for completion of construction or remodeling no later than thirty (30) days prior to such date. 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. You acknowledge and agree that you will not open the Restaurant for business without our written authorization.

2.6 Specifications and Sources of Supply. We will provide you with a sample layout for the interior of a prototype Restaurant and a set of typical preliminary plans and specifications for, and approved sources of supply of, your Restaurant's furniture, fixtures, equipment, signs 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 and/or other trade dress elements. 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 Manual or otherwise. You must obtain our advance written consent before deviating in any fashion from our specifications. All signs at your Restaurant (including, without limitation, menu boards) must conform to our sign criteria.

2.7 Opening Date; Time is of the Essence.

2.7.1 You must open the Restaurant and commence business within twelve (12) months after: (i) the effective date of this Agreement, or (ii) the date we approved the site for the Restaurant, whichever shall occur first. You acknowledge that time is of the essence. The date the Restaurant actually opens for business to the public is herein called the "**Opening Date**". Prior to opening, you shall complete all exterior and interior preparations for the Restaurant, including installation of equipment, fixtures, furnishings and signs, pursuant to the plans and specifications reasonably approved by us, and comply with all of your other pre-opening obligations, including, but not limited to, those obligations described in Sections 2.2 through 2.7, to our reasonable satisfaction.

2.7.2 We may immediately terminate this Agreement with no opportunity to cure, if you fail to open your Restaurant within the timeframe required above, subject to Force Majeure (as defined in Section 17.2.5). Notwithstanding the foregoing, if we decide (in our sole discretion) not to immediately terminate this Agreement, you agree to pay to us a delayed opening fee in the amount of One Hundred Dollars ($100) per day for each day that the Opening Date is delayed up to a maximum of ninety (90) days. You understand and acknowledge that such fee shall be in addition to our other rights and remedies hereunder or at law (including, without limitation, immediate termination of this Agreement), which rights

and remedies we may exercise at any time. You acknowledge that by collecting the Delayed Opening Fee, we are not waiving other rights and remedies and you shall never contend otherwise. If your Restaurant is not open and operating within this additional timeframe, we have the right, exercisable in our sole discretion, to terminate this Agreement without providing you with a refund or to permit you to continue paying the delayed opening fee described herein until your Restaurant opens.

ARTICLE 3
TERM AND RENEWAL

3.1 Initial Term. Unless sooner terminated as provided in Article 17 hereof, the initial term of this Agreement shall begin on the Effective Date hereof and continue for a period of ten (10) years (the "**Initial Term**").

3.2 Renewal Term and Renewal Agreement. You shall have an option to enter into one (1) Renewal Franchise Agreement featuring a term of ten (10) years (the "**Renewal Term**"), if you have complied with the conditions and procedures for renewal specified in Sections 3.2.1 and 3.2.2 below. The Renewal Term will begin on the date that the Initial Term expires and the Renewal Franchise Agreement will supersede this Agreement. Renewal Franchise Agreements will not take the form of an extension of this Agreement; but, instead, will 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 Designated Territory will remain the same; you will have no additional right of renewal; and, the Royalty Fee on renewal will not be greater than the Royalty Fee that we then impose on similarly situated renewing franchisees.

3.2.1 Conditions to Renewal. Your right to enter into a Renewal Franchise Agreement will be conditioned on the following:

(a) Throughout the Initial Term of this Agreement and at the time of renewal, you must have performed all of your material obligations and been in full compliance with the terms of this Agreement, the Manual and other agreements between you and us or our affiliates.

(b) At the time of renewal, you must be current on the payment of all monetary obligations to us and any of our affiliates and at all times during the preceding twelve (12) months you must have been current on the payment of all monetary obligations to the lessor or sublessor of your Restaurant and any material third party supplier of yours.

(c) Before commencement of the Renewal Term, you must refurbish, redesign, remodel, upgrade and/or renovate your Restaurant as we require in order for your Restaurant to meet our then-current standards and image for The Halal Guys Restaurants.

(d) You or your General Manager (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.

(e) You must pay to us a renewal fee equal to Five Thousand Dollars ($5,000).

(f) You must be able to renew the lease for your Restaurant on terms acceptable both to you and us, or lease a substitute a Location acceptable to and approved by us, without any interruption of business in compliance with the terms of Section 1.4.

(g) You must execute a general release, substantially in the form included in Exhibit I to this Agreement running in favor of us, our affiliates and our respective officers, directors and shareholders releasing all claims against us, our officers, directors and shareholders. This general release will not release us from any future claims related to any Renewal Franchise Agreement but will release us from any and all claims you may have related to this Agreement.

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

3.2.2 Renewal Procedures. You must exercise your renewal right 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 Renewal 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 your Renewal Franchise Agreement in a form ready to be executed by you (together, the "**Renewal Package**"). You must acknowledge receipt of the Renewal 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 Renewal Package, you must execute the Renewal Franchise Agreement and return it to us.

(d) If you have exercised your renewal right 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 renewal identified in Section 3.2 above, then we will execute the Renewal Franchise Agreement previously executed by you and will, deliver one (1) fully executed copy of your Renewal Franchise Agreement to you.

(e) Time is of the essence with regard to this Section 3.2. 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 Renewal 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.

3.3 Renewal Under Law. 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.

ARTICLE 4
FEES

4.1 Initial Franchise Fee. You shall pay to us an initial franchise fee of Sixty Thousand Dollars ($60,000) (the "**Initial Franchise Fee**"). The Initial Franchise Fee shall be paid upon the execution of this Agreement, less any amount applied by us from a development fee heretofore paid to us by you pursuant to a multi-unit development agreement, if applicable. The Initial Franchise Fee is not refundable

and shall be deemed fully earned when paid in consideration of the administrative and other expenses incurred by us in granting the franchise hereunder and for our lost or deferred opportunity to grant such franchise to any other party, and not in exchange for any particular programs, products, services or assistance.

4.2 Royalty Fees. During the Initial Term of this Agreement, you shall pay to us a continuing weekly royalty fee ("**Royalty Fee**") equal to six percent (6%) of the Restaurant's prior week's Gross Sales (as defined in Section 4.5 below). The Royalty Fee shall be due and payable each week based on the Gross Sales for the preceding week ending Sunday so that it is received by us by electronic funds transfer on or before Monday of each week, provided that such day is a business day. If the date on which such payments would otherwise be due is not a business day, then payment shall be due on the next business day. The Royalty Fee 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.

4.3 Worldwide Creative Marketing Fee. During the Initial Term of this Agreement, you shall pay to us a weekly worldwide creative marketing fee ("**Worldwide Creative Marketing Fee**") in an amount equal to two percent (2%) of the Restaurant's prior week's Gross Sales. The Worldwide Creative Marketing Fee shall be contributed to a Worldwide Creative Marketing Fund maintained by us, as described in Section 8.4 below. The Worldwide Creative Marketing Fee is payable to us at the same time and in the same manner as the Royalty Fee.

4.4 Technology Development Fee. During the Initial Term of this Agreement, you shall pay to us an annual technology fee in the amount of Five Thousand Dollars ($5,000) ("**Technology Development Fee**"). This Technology Development Fee is nonrefundable.

4.5 Definition of Gross Sales. "**Gross Sales**" 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, all revenue and income generated from deliveries, catering and/or online ordering to the extent that you are authorized to conduct such services), 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 Sales specifically includes, without limitation, 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 Sales, to the extent they had been included in your calculation of Gross Sales, 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 Sales 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 weekly report required by Section 4.8 of this Agreement the amount of all these taxes and the payments to which they relate. In the event of a cash shortage, the amount of Gross Sales shall be determined based on the records of the electronic cash register system and any cash shortage shall not be considered in the determination.

4.6 Interest on Overdue Amounts. Any payment or report not actually received by us on or before its due date shall be deemed overdue. Time is of the essence with respect to all payments to be made by you to us. All unpaid obligations under this Agreement shall bear interest from the date due until paid at the lesser of: (i) eighteen percent (18%) per annum; or (ii) the maximum rate allowed by applicable law, but not less than One Hundred Dollars ($100) per occurrence. This provision does not constitute consent to late payments or an agreement to extend credit. If you are delinquent in any required payment, 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. 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.

4.7 Other Payments. 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; (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.

4.8 Reporting and Payments to Us.

4.8.1 Each such Royalty Fee shall be preceded by a weekly report itemizing the Gross Sales for the preceding week ending Sunday ("**Weekly Report**") by Monday of each week (or next business day if such day is not a business day). The Weekly Report will consist of a statement reporting all Gross Sales for the preceding week, a breakdown of the source of such Gross Sales (e.g. dollars from Restaurant, dollars from delivery, dollars from catering, to the extent authorized and applicable) and your calculation of the Royalty Fee and Worldwide Creative Marketing Fee due thereon, all in the manner and form we prescribe. You must manually or electronically sign the Weekly Report as we direct. We reserve the right to require you to file your Weekly 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 Franchised Business in the form, manner and frequency that we request it.

4.8.2 If you do not report the Restaurant's Gross Sales, we may debit your account for one hundred twenty percent (120%) of the last Royalty Fee and Worldwide Creative Marketing Fee that we debited. If the Royalty Fee and Worldwide Creative Marketing Fee we debit are less than the Royalty Fee and Worldwide Creative Marketing Fee you actually owe to us, once we have been able to determine the Restaurant's true and correct Gross Sales, we will debit your account for the balance on a day we specify. If the Royalty Fee and Worldwide Creative Marketing Fee we debit are greater than the Royalty Fee and Worldwide Creative Marketing Fee you actually owe, we will credit the excess against the amount we otherwise would debit from your account for the next payment due.

4.8.3 By executing this Agreement, you agree that we shall have the right to withdraw funds from your designated bank account by electronic funds transfer ("**EFT**") in the amount of the Royalty Fee, Worldwide Creative Marketing Fee and any other payments due to us and/or our affiliates. You shall, upon execution of this Agreement or at any time thereafter at our request, execute such documents or forms as we or your bank determine are necessary for us to process EFTs from your designated bank account for the payments due hereunder. If payments are not received when due, interest may be charged by us in accordance with Section 4.6 above. Upon written notice to you, you may be required to pay such fees directly to us in lieu of EFT, at our sole discretion. We reserve the right to change the required transmission of these and any other payments required under this Agreement to direct account debit or other similar technology now or hereafter developed to accomplish the same purpose. 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. 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. 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. You agree, upon our request, to execute and provide us with an electronic transfer authorization document in the form of Exhibit E to this Agreement.

4.8.4 You understand and acknowledge that we have the right, at our sole option upon notice to you, to change periodically the timing and terms for payment of Royalty Fees, Worldwide Creative Marketing Fees and other amounts payable to us under this Agreement.

ARTICLE 5
OUR OBLIGATIONS

We agree to provide the services described below with regard to the Restaurant:

5.1 Site Selection Assistance. We may, but are under no obligation to, assist you in the selection of the site for your Restaurant. If we elect to assist you in locating a site for your Restaurant, you will be required to pay our then-current site selection assistance fee and reimburse us for the reasonable expenses we (or our designees or representatives) incur in connection with providing such assistance, including, without limitation, the costs of travel, lodging and meals. In addition, we may (but are not required to) generate a virtual report to evaluate the trends in the trade area in, and at the site at, which you propose opening your Restaurant. If we generate such a report, we reserve the right to charge you our then-current reporting fee in connection with same. If you propose multiple potential Restaurant sites, we reserve the right to generate a report for each proposed site and to charge you an additional fee per report.

5.2 Confidential Operations Manual; Policy Statements. We will lend you one (1) copy of our confidential operating manuals (the "**Manual**"). The Manual may take the form of one or more of the following: one or more loose leaf or bound volumes; bulletins; notices; videos; CD-ROMS; other electronic media; online postings; e-mail and/or electronic communications; facsimiles; or, any other now or hereafter developed medium capable of conveying the Manual's contents. The Manual may, in our discretion, be provided electronically or via an intranet website for all Restaurants in the System. The Manual will, among other things, set forth our operating systems, procedures, policies, methods, standards, specifications and requirements for operating your Franchised Business. To protect our reputation and goodwill and to maintain high standards of operation under the Proprietary Marks, you shall conduct your business in accordance with the Manual, other written directives which we may reasonably issue to you from time to time whether or not such directives are included in the Manual, and any other manuals and materials created or approved for use in the operation of the Franchised Business.

The Manual, any written directives, and any other manuals and materials issued by us and any modifications to such materials shall supplement and be deemed part of this Agreement. We have the right to prescribe additions to, deletions from or revisions of the Manual (the "**Supplements to the Manual**"), all of which will be considered a part of the Manual. All references to the Manual in this Agreement will include the Supplements to the Manual. Supplements to the Manual will become binding on you as if originally set forth in the Manual, upon being delivered to you.

You acknowledge that we are the owner of all proprietary rights in the Manual and all intellectual property rights connected therewith (including common law copyright) and that you are acquiring no property or other right to the Manual other than a license to use it and comply with it during the Initial Term and any renewal thereof of this Agreement. You agree to ensure at all times that your copy of the Manual is current and up-to-date. If there is any dispute as to your compliance with the provisions of the Manual

and any Supplements to the Manual, the master copy of the Manual and any Supplements to the Manual maintained at our principal office will control.

In addition to the Manual, 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 Manual, are not contracts and do not create any contractual or other binding obligation on either you or us.

You shall at all times treat the Manual, any of our written directives, and any other manuals and materials, and the information contained therein as confidential and shall maintain such information as trade secret and confidential in accordance with this Article 5. You shall divulge and make such materials available only to such of your employees as must have access to it in order to operate the Restaurant and are required to at all times keep such Manual in a secure place on the Restaurant premises. You shall not at any time copy, duplicate, record or otherwise reproduce these materials, in whole or in part, or otherwise make the same available to any person other than those authorized above.

5.3 Initial Training Program. Not later than ten (10) days prior to the Opening Date, six (6) trainees, including one (1) Multi-Unit Operations Director, one (1) General Manager and three (3) Assistant General Managers and one (1) cook shall attend and successfully complete, to our reasonable satisfaction, our initial training program (the "**Initial Training Program**"). One of the Assistant General Managers can be an owner of Franchisee if that owner has at least three (3) years of restaurant management or restaurant ownership experience. In addition, we reserve the right to also require that all owners of the franchise attend and successfully complete the Initial Training Program.

If the Initial Training Program is (a) not completed within the timeframe required by us, (b) not satisfactorily completed by the required trainees, or (c) if we, in our reasonable business judgment, based upon the performance of the trainees, determine that the Initial Training Program cannot be satisfactorily completed by any such person, 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 any of the required trainees have 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.

The Initial Training Program includes approximately four (4) weeks of training, which we may provide at our headquarters, at our affiliate's Restaurant located in New York City, New York, at your Restaurant or at another location we designate. We will determine the date of commencement, location (and whether in-person or virtual, as we may determine for safety or other reasons in our sole discretion) and duration of the Initial Training Program and notify you of them.

We will provide the Initial Training Program to all of the required trainees at no additional expense to you (other than the expenses incurred by your trainees or attendees in connection with attending the training program, including their salaries, travel costs, meals, lodging and other living expenses). However, if you wish to send additional employees and/or replacement/successor employees to the Initial Training Program, whether before your Restaurant opens or while your Restaurant is operating, you shall pay to us our then-current training fee (currently $2,000 per person) for each additional trainee (and you will pay all of the expenses incurred by such trainees or attendees in connection with attending such training program, including their salaries, travel costs, meals, lodging and other living expenses).

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).

5.4 On-Site Opening Assistance. If this Agreement is for your first (1st) Restaurant, we shall provide you with one (1) of our representatives for a period of up to five (5) days around the Opening Date ("**On-Site Opening Assistance**"). You shall pay to us a non-refundable fee of Fifteen Thousand Dollars ($15,000) for such pre-opening assistance and training (the "**On-Site Opening Assistance Fee**"). If this Agreement is for your second (2nd) or later Restaurant, we may (as determined in our sole discretion), but need not, provide such On-Site Opening Assistance. If we do, you will be required to pay us the On-Site Opening Assistance Fee.

5.5 Additional On-Site Training Or Assistance. Aside from the On-Site Opening Assistance set forth above in Section 5.4, you may request on-site training or assistance at any time in accordance with guidelines we may specify in the Manual or otherwise. We will not be obligated to provide on-site training or assistance, but if we elect to do so, or if we determine that additional training is necessary for you, you will be required to pay the then-current on-site training fee then being charged to franchisees under the, due thirty (30) days after billing, plus reimburse us for the costs of travel, lodging, and meals incurred by our trainers in connection with same. The timing of all advice, consultation and training provided for in this Agreement will be subject to the availability of our personnel.

5.6 On-Going Training. We reserve the right to develop and conduct additional or refresher training programs, seminars and other related activities regarding the operation of the Restaurant, which we may require you or your General Manager, Assistant General Managers and/or other Restaurant personnel to 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 reserve the right to charge our then-current training fees for such programs. 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.

5.7 Additional Training Certification. A minimum of three (3) Restaurant Managers must be certified in the Initial Training Program and ServSafe food safety and handling programs at all times (however, we reserve the right to require other employees to maintain ServSafe food safety and handling programs certifications). Your certified Managers must train other employees on every station in the Restaurant. Additional certification requirements are included in the Confidential Operations Manual and will change and evolve over time. You must pay the fees for the training certification and training programs, and you must pay for your trainees' expenses, including travel, lodging, meals and applicable wages.

5.8 Franchisee Meetings. We may (but need not) hold annual franchisee meetings (on a regional, national basis and/or international basis) in order to provide additional training, introduce new products or changes to the System, or for other reasons we believe prudent. We will determine the duration, curriculum and location of these meetings. We reserve the right to designate that attendance at any franchisee meeting is mandatory for you, your General Managers, Assistant General Managers and/or other Restaurant personnel. We reserve the right to charge our then-current training fees for such annual Franchisee Meeting, and you shall pay for all of the expenses incurred by your attendees at the meeting, including travel, lodging, meals and wages.

5.9 Field Support Services. After you open 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 Franchised Business. The timing of our field support and headquarter consultation services will be subject to the availability of our personnel.

5.10 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 Manual and for bearing the costs of these activities.

5.11 Pricing. Because enhancing The Halal Guys' interbrand competitive position and consumer acceptance for The Halal Guys' 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; 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 Initial Term and any renewal thereof of this Agreement. Further, we may, in our discretion, 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 acknowledge and agree that any maximum, minimum or other prices we prescribe or suggest may or may not optimize the revenues or profitability of your Franchised Business and you irrevocably waive any and all claims arising from or related to our prescription or suggestion of your Franchised Business' retail prices.

5.12 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.

ARTICLE 6
YOUR AGREEMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 General Representations.

6.1.1 You covenant and agree to make all commercially reasonable efforts to operate the Restaurant so as to achieve optimum sales.

6.1.2 This Agreement will be binding upon you and your successors and assigns when executed.

6.1.3 You do not have any material liabilities, adverse claims, commitments or obligations of any nature as of the date of execution of this Agreement, whether accrued, unliquidated,

absolute, contingent or otherwise which are not reflected as liabilities on the balance sheets of your current financial statements, which you have furnished to us before the execution of this Agreement.

6.1.4 As of the date of execution of this Agreement, there are no actions, suits, proceedings or investigations pending or, to your knowledge or the knowledge any of your officers, directors, principal shareholders, proprietors, partners or principals (as applicable) after due inquiry, threatened, in any court or arbitral forum, or before any governmental agency or instrumentality, nor to the best of your knowledge or the knowledge of any such persons or entities (after due inquiry) is there any basis for any claim, action, suit, proceeding or investigation which affects or could affect, directly or indirectly, any of your assets, properties, rights or business; your right to operate and use your assets, properties or rights to carry on your business; and/or which affects or could affect your right to assume and carry out in all respects the duties, obligations and responsibilities specified in this Agreement.

6.1.5 Neither you nor any of your owners are a party to any contract, agreement, covenant not to compete or other restriction of any type which may conflict with, or be breached by, the execution, delivery, consummation and/or performance of this Agreement.

6.1.6 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.

6.2 Representations of Business Entity. If you are a corporation, limited liability company, partnership, or any other type of business entity, you represent, warrant and covenant that: (i) you are duly organized and validly existing under the state law of your formation; (ii) you are duly qualified and are authorized to do business in each jurisdiction in which your business activities or the nature of the properties owned by you require such qualification; and, (iii) the execution of this Agreement and the consummation of the transactions contemplated hereby are within your power under your governing and operating agreements and have been duly authorized by you.

6.3 Requirements of Business Entity. You agree that you must comply with the following requirements (which will also apply to any assignee of this Agreement which is a business entity):

6.3.1 Your corporate charter, operating agreement, or written partnership agreement must at all times provide that your activities are confined exclusively to the operation of the Restaurant;

6.3.2 You must furnish us with all of your formation, organizational and governing documents; a schedule of all owners (indicating as to each its percentage ownership interest); any shareholder, partnership, membership, buy/sell or equivalent agreements and documents; and, a list of all of your officers, directors and managers (as applicable).

6.3.3 You must accurately and completely describe all of the ownership interests in you in Exhibit C. You must promptly notify us in writing of any change in any of the information specified, or in any document referred to, herein and secure our prior written consent regarding such change.

6.3.4 The articles of incorporation, articles of organization, articles of partnership, partnership agreement, articles of association, memorandum of association, and/or other organizational documents of, and the bylaws, operating agreement, partnership agreement or other governing documents of your business entity must recite that the issuance and transfer of any interest therein is subject to the restrictions set forth in this Agreement. All issued and outstanding stock certificates or ownership interest certificates of your business entity must bear a legend referring to the restrictions in this Agreement substantially in the following form:

"The transfer of this certificate is subject to the terms and conditions of one or more Multi-Unit Development Agreements or Franchise Agreements entered into with The Halal Guys Franchise Inc. Reference is made to the provisions of said agreements and to the articles/charter and bylaws/operating agreement of this company."

6.3.5 The entity may not use the Proprietary Marks or any confusingly similar words or symbols, in the entity's name. In particular, Franchisee may not use the words "The Halal Guys", "THG", "The Halal Guys Franchise Inc.", or any variant as part of its business entity name.

6.3.6 In accordance with Section 23.2, each of your owners must unconditionally guarantee Franchisee's full and timely compliance with the terms and performance of its obligations hereunder by signing a continuing guaranty in substantially the form attached as Exhibit K to this Agreement. A material breach of any such continuing guaranty is a material breach of this Agreement.

6.3.7 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 without our prior written consent. Any violation of the preceding restriction will give us the right to terminate this Agreement immediately upon notice to you.

6.4 Your Participation in the Restaurant; General Manager; Assistant General Managers; Employees. Unless we otherwise permit in writing, one of your owners must personally supervise and participate in the day-to-day operation of the Restaurant and to devote your time, attention and best efforts to the performance of 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). If you are licensed to operate more than one Restaurant, 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 Restaurant.

You shall designate and retain at all times a minimum of one (1) general manager ("**General Manager**") and three (3) assistant general managers ("**Assistant General Managers**") acceptable to us to direct the operation and management of the Restaurant. The General Manager and Assistant General Managers shall be responsible for the daily operation of the Restaurant and each may be one of your owners. The proposed General Manager and each Assistant General 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; has the aptitude and ability to conduct, operate and supervise your Restaurant; and can devote full time and commercially reasonable efforts to the supervision and management of the Restaurant. The General Manager and Assistant General Managers must successfully complete the Initial Training Program.

Upon the death, disability or termination of employment of your General Manager and/or Assistant General Managers, for any cause or reason, you must immediately notify us. You must designate a successor or acting General Manager and/or Assistant General Manager promptly and, in any event, no later than ten (10) days following the death, disability or termination of the predecessor General Manager and/or Assistant General Manager. The above protocols and procedures governing your proposal and our approval of your initial General Manager and/or Assistant General Manager shall apply to any successor General Manager and/or Assistant General Manager you may propose. Any successor General Manager and/or Assistant General Manager must possess those credentials set forth in our Manual, 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 General Manager and/or Assistant General Manager will constitute a material breach of this Agreement.

In addition to the foregoing, 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 alone are solely responsible for the acts and omissions of your employees and agents, including, without limitation, its General Manager, and for the hiring, firing, setting hours for and supervising all of your employees and establishing employment policies applicable to your employees, and you understand and agree that this Agreement does not impose any controls, or otherwise impinge, on your sole discretion to make all employment-related decisions. No employee of yours will be deemed to be an employee of ours for any purpose whatsoever, and nothing in any aspect of the System or the Proprietary Marks in any way shifts employee or employment-related responsibility from you to us.

6.5 Compliance with Laws. You agree to adhere to the highest standards of honesty, integrity and fair dealing in all dealings with the public and to operate your Franchised 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 Franchised 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 Franchised 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 Initial Term and any renewal thereof 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. Any violation of any such laws by you or your owners, or any blocking of your or any of your owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.

6.6 Compliance with All Other Obligations. You shall comply with all other requirements and perform such other obligations as provided hereunder.

ARTICLE 7
FRANCHISE OPERATIONS

7.1 Compliance with Standards. You understand the importance of maintaining uniformity among all of the Restaurants and the importance of complying with all of our standards and specifications relating to the operation of the Restaurant. Accordingly, you must operate your Restaurant in accordance with all standards, procedures and techniques that we specify and comply, at all times, with every provision of this Agreement, the System and the Manual. You must refrain from any deviation from our standards and specifications without our prior written consent. You may not use the System or the Proprietary Marks for the benefit of any business other than your Restaurant. You may not conduct (or permit anyone else to conduct) any business at your Accepted Location 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 Manual 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 Manual may damage the reputation and goodwill enjoyed by The Halal Guys restaurant network and the Proprietary Marks.

7.2 Modifications to the System. In our sole discretion, we may from time to time modify any components of the System and requirements applicable to you by means of Supplements to the Manual 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 Restaurant is authorized and required to offer and participate in; modifying or substituting the equipment, signs, trade dress and other Restaurant characteristics that you are required to adhere to (subject to the limitations set forth in this Agreement); and, changing, improving, modifying or substituting for the Proprietary Marks. In addition, we reserve the right to make any adjustments to our services offered to you as we may determine necessary, in our sole judgement, from time to time in order to protect health and safety. These adjustments may include, by way of example but without limitation, suspending in-person gatherings such as training, meetings and conferences; instead, such events may be conducted virtually. You agree to implement any such System modifications as if they were part of the System at the time you signed this Agreement. 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 Restaurant, based on the timing of the grant of the franchise, the peculiarities of the particular territory 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 Restaurant. You will have no right to require us to disclose any variation or to grant the same or a similar variation to you.

7.3 Cobranding. We may determine from time to time to incorporate into 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 Restaurant, along with other The Halal Guys restaurants, will be required to offer and sell ("Co-Branding"). This Co-Branding may involve changes 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 you receive written notice of our institution of Co-Branding, 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. Under no circumstance will any Co-Branding increase your Royalty Fee, Worldwide Creative Marketing Fee or local advertising expenditure obligations under this Agreement.

7.4 Maintenance of Restaurant. You shall maintain the Restaurant in a high degree of sanitation, repair and condition, and in connection therewith shall make such additions, alterations, repairs and replacements thereto (as may be required for that purpose, including, without limitation, such periodic repainting or replacement of obsolete signs, furnishings, equipment (including, but not limited to, point of sale or computer hardware and software systems), and décor as we may reasonably direct in order to maintain system-wide integrity and uniformity. You shall also obtain, at your cost and expense, any new or additional equipment (including point of sale or computer hardware and software systems), fixtures, supplies and other products and materials which may be reasonably required by us for you to offer and sell new menu items from the Restaurant or to provide the Restaurant services by alternative means, such as through catering or delivery arrangements (to the extent you are authorized to provide such services). Except as may be expressly provided in the Manual, no material alterations or improvements or changes of any kind in design, equipment, signs, interior or exterior décor items, fixtures or furnishings shall be made in or about the Restaurant or its premises without our prior written approval, which shall not be unreasonably withheld. In the event we notify you of any additions, alterations, repairs and replacements required to be made to your Restaurant or the Accepted Location and you fail to make such additions, alterations, repairs and replacements within the timeframe we require, we shall have the right, without liability for trespass or tort, to enter the Accepted Location and make the additions, alterations, repairs and replacements, and you agree to promptly reimburse us for our expenses in so acting.

7.5 Health, Safety and Cleanliness of Restaurant.

7.5.1 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.

7.5.2 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 Manual or otherwise in writing.

7.5.3 You shall permit us or our agents, at any reasonable time and with our 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 to our specifications.

7.5.4 We reserve the right to require you to contract with a third party company we designate to conduct healthy, safety and sanitation inspections of your Restaurant and/or to reimburse us for the costs we incur in connection with our having such third party designee perform such inspection services on your behalf.

7.6 Remodeling and Redecorating. To assure the continued success of the Restaurant, you shall, upon our request, remodel and/or redecorate the Restaurant premises, equipment (including point of sale or computer hardware and software systems), signs, interior and exterior décor items, fixtures, furnishings, supplies and other products and materials required for the operation of the Restaurant to our then-current system-wide standards and specifications. We agree that we shall not request such remodeling and/or redecorating more frequently than every five (5) years during the term of this Agreement, except (i) that if the Restaurant franchise is transferred pursuant to Article 14, we may request that the transferee

remodel and/or redecorate the Restaurant premises as described herein, and (ii) if the request is a change in the point of sale or computer systems necessary to comport with systemwide technological advances we may so require as necessary.

7.7 Requirements Concerning Programs, Products and Services.

7.7.1 Proprietary Products. You must purchase from us or our affiliate (if we sell them) or our designated suppliers, certain proprietary products used in the preparation of the food products sold at your Restaurant ("**Proprietary Products**"), the recipes for which are considered unique and their formulae and manufacturing processes constitute trade secrets of the System. The right to purchase and use the Proprietary Products lasts only for the duration of the term of this Agreement. In addition to the Proprietary Products, you must also purchase any other proprietary programs, products, supplies, equipment, materials and services used, offered or sold at your Restaurant which now comprise, or in the future may comprise, a part of the System and which were developed by or on behalf of, are proprietary to or are kept secret by us or our affiliates, only from us, our affiliate or designated suppliers. We impose this requirement to advance uniformity of the concept and quality and to protect our trade secrets, which are of the essence to the System and this Agreement. 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 the Proprietary Products or any other proprietary products to you.

7.7.2 Trademarked Products. We may specify certain items of clothing (such as T-shirts), merchandise, promotional products and other novelty items bearing our Proprietary Marks ("**Trademarked Products**"), which must be offered for sale in your Restaurant in amounts sufficient to satisfy customer demand. You must purchase the Trademarked Products from us, our affiliates or our designated suppliers. We reserve the right to earn a profit on the sale of the Trademarked Products to you.

7.7.3 Other Programs, Products and Services You Use and Sell. In addition to the Proprietary Products and the Trademarked Products, you must use in your Restaurant only those certain ingredients, food products, spices, seasonings, mixes, beverages, materials, other supplies used in the preparation of food products, furniture, fixtures, equipment, smallwares, forms, paper and plastic products, packaging, other materials, programs, music, technology and other services that meet our standards and specifications ("**Approved Products and Services**") and which are now part of the System or which we in the future incorporate into the System unless, as to any one or more Approved Products and Services, sale is prohibited by local law or regulation or we have otherwise granted you our advance written approval. You may not use or sell any program, product or service which is not a part of the System or which we delete from the System. We reserve the right to earn a profit on the sale of the Approved Products and Services to you.

You must, at all times, maintain an adequate inventory of products, materials and supplies sufficient to (i) operate your Restaurant, (ii) satisfy customer demand and (iii) conform to our then-current written standards and specifications (as set forth in the Manual or otherwise) and must refrain from deviating therefrom by the use of any non-conforming items 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 The Halal Guys 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.

7.7.4 Sources of Supply and Specifications. We may designate one or more specific manufacturers or suppliers for Approved Products and Services, which may be us or our affiliates (an

"**Approved Supplier**"). Further, we reserve the right to designate for either all The Halal Guys restaurants or a subset of The Halal Guys restaurants situated within one or more geographic regions, a single source Approved Supplier or single source regional supplier (collectively, "**Single Source Approved Suppliers**") of certain Approved Products and Services. 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 products and services only from such Single Source Approved 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 product in question, then your obligation to purchase from our Single Source Approved Supplier will not begin until the scheduled expiration (or earlier termination) of your pre-existing supply contract. We make no representation that we will have exclusive supply arrangements or, if we do so, that you would not otherwise be able to purchase the same products and/or services at a lower price from another supplier. We may add to, modify, substitute or discontinue exclusive supply arrangements with any Single Source Approved Suppliers in the exercise of our business judgment.

In addition, we may enter into supply contracts with one or more vendors for programs, products, supplies, equipment, materials and services on behalf of either all The Halal Guys Restaurants or a subset of The Halal Guys Restaurants situated within one or more geographic regions (each, a "**Systemwide Supply Contract**"). If we enter into such Systemwide Supply Contracts, all company-owned and franchised Restaurants in such designated geographic area(s) will be required to participate (and in connection with such participation, we may require you to either contract with and pay the vendor directly or to pay us on behalf of the vendor).

Upon request, we will furnish to you a list of Approved Products and Services, Approved Suppliers, Single Source Approved Suppliers and the specifications for other products where we do not designate Approved Suppliers or Single Source Approved Supplier. Except for those Approved Products and Services with respect to which we have designated an Approved Supplier or Single Source Approved Supplier, if you propose to use in the operation of your Restaurant any product, supply, material, furnishing or equipment which has not yet been approved by us as conforming to our specifications and quality standards and/or from a supplier not yet approved in writing by us as a supplier to our franchisees, you must first notify us and obtain our approval.

We do not maintain written criteria for approving suppliers, and thus these criteria are not available to you or your proposed supplier. You shall not purchase or lease from any supplier until and unless such supplier has been approved in writing by us. To obtain our written approval for the alternative supplier: (i) 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 for examination and testing; (ii) the supplier must meet our specifications to our reasonable satisfaction; (iii) the supplier must agree to allow us or our agents to conduct initial and continuing inspections of its facilities (the reasonable costs of which you will be required to bear); and, (iv) 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. 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 will give you notice of our approval or disapproval within thirty (30) days. If we test the product or service, you and/or any supplier must reimburse us for all costs and expenses incurred by us associated with any testing (but not more than Two Thousand Five Hundred Dollars ($2,500)), plus travel and lodging expenses. If we revoke approval of any supplier, we will give you written notice (in our Manual or otherwise).

We may issue, add to, modify or revoke our specifications in writing through our Manual or other written notices from time to time. We reserve the right, at our option, to re-inspect from time to

time the facilities and products of any such Approved Supplier and to revoke our acceptance upon the supplier's failure to continue to meet any of our then-current criteria. If we revoke or delete any Approved Product and Service or Approved Supplier, then you must cease using any such disapproved product, service 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 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 products, services or equipment be paid directly to us as revenue. If we do so, then you hereby acknowledge that you will not assert any interest in or claims to such monies.

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

7.9 Operation of Restaurant in Compliance with Our Standards. To ensure that the highest degree of quality and service is maintained, you shall operate the Restaurant in strict conformity with such of our methods, standards and specifications set forth in the Manual and as may from time to time otherwise be prescribed in writing. In particular, you also agree:

7.9.1 To sell or offer for sale all menu items, products and services required by us and in the method, manner and style of distribution prescribed by us, including, but not limited to, dine-in and carry-out (and, with our prior written consent only, delivery and/or catering services), only as expressly authorized by us in writing in the Manual or otherwise in writing. You understand and acknowledge that the rights granted to you herein do not include the right to sell any products at wholesale or retail, or the right to serve alcoholic beverages.

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

7.9.3 To maintain in sufficient supply and to use and sell at all times only such food and beverage items, ingredients, products, materials, supplies and paper goods that conform to our standards and specifications; to prepare all menu items in accordance with our recipes and procedures for preparation contained in the Manual or other written directives, including, but not limited to, the prescribed measurements of ingredients; and to refrain from deviating from our standards and specifications by the use or offer of non-conforming items or differing amounts of any items, without our prior written consent.

7.9.4 To permit us or our agents, at any reasonable time, to remove a reasonable number of samples of food or non-food items from your inventory or from the Restaurant, without payment therefor, in amounts reasonably necessary for testing by us or an independent laboratory to determine whether such samples meet our then-current standards and specifications. In addition to any other remedies we may have

under this Agreement, we may require you to bear the cost of such testing if the supplier of the item has not previously been approved by us or if the sample fails to conform with our reasonable specifications.

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

7.9.6 To maintain a competent, conscientious, trained staff and to take such steps as are necessary to ensure that your employees preserve good customer relations, wear the proper uniforms and comply with such dress code standards as we may reasonably prescribe from time to time (which, for the avoidance of doubt but without limitation, may include a face covering). 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 Manual 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.

7.9.7 To purchase, install and maintain such equipment and a telecommunications line in accordance with our specifications to permit us access to, and the ability to retrieve by telecommunication, any information stored on a point of sale system (or other computer hardware and software) you are required to utilize at the Restaurant premises as specified in the Manual, thereby permitting us to electronically inspect and monitor information concerning your Restaurant (such as, Gross Sales and such other information as may be contained or stored in such equipment and software). You shall obtain and maintain high speed internet access or other means of electronic communication, at all times and in the manner specified by us from time to time. It shall be a material default under this Agreement if you fail to maintain such equipment, lines and communication methods in operation and accessible to us at all times throughout the term of this Agreement. We shall have access as provided herein at all times and in such manner as we shall from time to time specify.

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

7.9.9 To sell or otherwise issue gift cards or certificates (together "**Gift Cards**") that have been prepared utilizing the standard form of Gift Card provided or designated by us, and only in the manner specified by us in the Manual or otherwise in writing. You shall fully honor all Gift Cards that are in the form provided or approved by us regardless of whether a Gift Card was issued by you or another Restaurant. You shall sell, issue, and redeem (without any offset against any Royalty Fees) Gift Cards in accordance with procedures and policies specified by us in the Manual or otherwise in writing, including those relating to procedures by which you shall request reimbursement for Gift Cards issued by other Restaurants and for making timely payment to us, other operators of Restaurants, or a third-party service provider for Gift Cards issued from the Restaurant that are honored by us or other Restaurant operators. We reserve the right to alter the terms and conditions of any gift card or any other such programs, including reserving the right to apply changes retroactively to benefits already accrued under such programs. You

must participate in our gift card program at your sole cost and expense (including, without limitation, accessing the portal and purchasing gift cards and equipment from our designated supplier(s)).

7.9.10 To participate in our customer Loyalty Program at your sole cost and expense. You shall issue and redeem (without any offset against any Royalty Fees) Loyalty program points in accordance with the procedures and policies that we specify in the Manual or otherwise in writing.

7.9.11 To maintain the condition and appearance of, and perform maintenance with respect to, vehicle(s) used in connection with the provision of delivery and/or catering services (if such services are approved by us in advance) in accordance with our standards, specifications and procedures. You shall ensure that all catering and delivery drivers strictly comply with all applicable laws and maintain adequate motor vehicle liability insurance in the amounts that we periodically specify. We reserve the right to require vehicles to display temporary signage and/or vehicle wraps when providing delivery and/or catering services in connection with the Restaurant and Proprietary Marks in the manner specified and approved by us.

7.10 Complaints. You shall process and handle all consumer complaints connected with or relating to the Restaurant, and shall promptly notify us by telephone and in writing of all of the following complaints: (i) food related illnesses, (ii) environmental, safety or health violations, (iii) claims exceeding Five Hundred Dollars ($500), and (iv) any other material claims against or losses suffered by you. You shall maintain for our inspection any governmental or trade association inspection reports affecting the Restaurant or equipment located in the Restaurant during the term of this Agreement and for thirty (30) days after the expiration or earlier termination hereof.

7.11 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.

7.12 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 4.7. 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.

7.13 No Conflicting Agreements. During the Initial Term and any renewal thereof 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.

7.14 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.

7.15 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.

7.16 Power of Attorney for Telephone Listings and Internet Accounts, Etc. Upon the execution of this Agreement or at any time thereafter, you shall, at our option, execute such forms and documents as we deem necessary, including, but not limited to, the forms of agreement attached to this Agreement as Exhibit F, to appoint us as your true and lawful attorney-in-fact with full power and authority for the sole purpose of assigning to us only upon the termination or expiration of this Agreement, as required under Section 18.1.8: (i) all rights to the telephone numbers of the Restaurant and any related and other business listings; and (ii) Internet listings, domain names, internet accounts, advertising on the Internet or World Wide Web, websites, listings with search engines, e-mail addresses or any other similar listing or usages related to the Franchised Business. You agree that you have no authority to and shall not establish any website or listing on the Internet or World Wide Web without our express written consent, which consent may be denied without reason.

7.17 Power of Attorney for Taxes. Upon execution of this Agreement or at any time thereafter, you shall, at our option and upon our request, execute such forms and documents as we deem necessary to appoint us as your true and lawful attorney-in-fact with full power and authority for the sole purpose of obtaining any and all returns and reports filed by you with any state or federal taxing authority relating to the Franchised Business, substantially in the form of Exhibit G to this Agreement.

7.18 Customer Surveys; Mystery Shopper. You shall participate, at your sole cost and expense, in all customer surveys and satisfaction audits, which may require that you provide discounted or complimentary products and/or participate in a mystery shopper program, provided that such discounted or complimentary sales shall not be included in the Gross Sales of the Restaurant. Additionally, you shall participate in any complaint resolution and other programs as we may reasonably establish for the System, which programs may include, without limitation, providing discounts or refunds to customers.

7.19 Adequate Reserves and Working Capital. 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.

7.20 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 Manual or otherwise. You may establish hours of operation in addition to the required minimum hours, subject to applicable laws, rules or regulations.

7.21 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, and/or visit any locations at which you have prepared or provided or are providing programs, products or services to customers or maintain business records, and inspect and audit the programs, products, 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. We may conduct such inspections with or without prior notice to you. You shall cooperate with us or our representatives conducting such inspections by rendering any assistance they may reasonably request. Following any such inspection, you agree to take such steps as are necessary and incorporate into your Restaurant and your Franchised Business 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. Should you, for any reason, fail to correct such deficiencies within a reasonable time as determined by us, we shall have the right and authority (without, however, any obligation to do so) to correct such deficiencies and charge you a reasonable fee for our expenses in so acting, payable by you immediately upon demand. In addition, we reserve the right to require you to contract with a third party company we designate to conduct healthy, safety and sanitation inspections of your Restaurant and to require you to reimburse us for the costs we incur in connection with our having such third party designee perform such services on your behalf.

7.22 Intellectual Property You Develop. You hereby permanently and irrevocably assign to us any and all rights and interests (including intellectual property rights and interests) to any and all of the following which is developed, by you, your owners, your General Manager, Assistant General Managers or any of your employees or on your behalf, 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; concepts; process; recipe; improvement; management techniques or protocols you may develop (or have developed); 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. 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.

ARTICLE 8
ADVERTISING AND RELATED FEES

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

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

8.2 Participation in Advertising. We may from time to time develop and create advertising and sales promotion programs designed to promote and enhance the collective success of all Restaurants operating under the System. You shall participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by us for each program. In all aspects of these programs, including, without limitation, the type, quantity, timing, placement and choice of media, market areas and advertising agencies, the standards and specifications established by us shall be final and binding upon you. You shall bear all costs related to any promotional programs we require, including without limitation labor, marketing materials, furniture, equipment and/or food costs.

8.3 Local Advertising. In addition to the ongoing advertising contributions set forth herein, and subject to any allocation of your expenditures for local advertising to the Cooperative as described in Section 8.5, you shall spend, throughout the term of this Agreement, a minimum of one percent (1%) of Gross Sales each month on advertising for the Restaurant in your Designated Territory ("Local Advertising"). You shall provide to us for our review and approval, not later than December 1st of each year, a proposed advertising budget and plan for the next calendar year. You shall also submit to us a monthly update to your marketing plan before the end of every month including an expenditure report,

verification copies of all advertising and any other information that we require to show that you complied with the local advertising requirements.

8.4 Worldwide Creative Marketing Fund. We administer a Worldwide Creative Marketing Fund for the purpose of advertising the System on a regional or national basis (the "Worldwide Creative Marketing Fund"). You agree to contribute to the Worldwide Creative Marketing Fund as described in Section 4.3 above. You agree that the Worldwide Creative Marketing Fund shall be maintained and administered by us or our designee as follows:

8.4.1 We shall direct all advertising programs and shall have sole discretion to approve or disapprove the creative concepts, materials and media used in such programs and the placement and allocation thereof. You agree and acknowledge that the Worldwide Creative Marketing Fund is intended to maximize general public recognition and acceptance of the Proprietary Marks and enhance the collective success of all Restaurants operating under the System. We may use monies from the Worldwide Creative Marketing Fund to subsidize the costs of refresher training programs, to conduct mystery shopper programs to ensure 4 Walls Marketing and/or to offset the cost of an annual meeting of our franchisees. With respect to Restaurants operated by us, we may (but need not) contribute to the Worldwide Creative Marketing Fund generally on the same basis as you. In administering the Worldwide Creative Marketing Fund, we and our designees undertake no obligation to make expenditures for you which are equivalent or proportionate to your contribution or to ensure that any particular franchisee benefits directly or *pro rata* from the placement of advertising. We shall be entitled to reimbursement from the Worldwide Creative Marketing Fund for our reasonable expenses in managing the Worldwide Creative Marketing Fund.

You agree that the Worldwide Creative Marketing Fund may be used to satisfy any and all costs of maintaining, administering, directing and preparing advertising (including, without limitation, the cost of preparing and conducting digital, television, radio, magazine and newspaper advertising campaigns; direct mail and outdoor billboard advertising; internet marketing; public relations activities; brand and consumer development research; employing advertising agencies to assist therein; social media initiatives; point-of purchase materials; consumer research, interviews and related activities; the creation, maintenance and periodic modification of The Halal Guys 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 Worldwide Creative Marketing Fund receipts and expenditures; attendance at industry related conventions, shows or seminars; costs associated with online ordering, digital gift cards and promotions related to online ordering; 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; programs related to in-restaurant music streaming; conducting cryptocurrency, non-fungible token (NFTs) and other blockchain promotions; developing and maintaining a presence on any virtual platform (including, without limitation, the metaverse); other activities that we believe are appropriate to enhance, promote and/or protect the System; 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; the costs of our personnel and other departmental costs for advertising that we administer or prepare internally; presenting refresher training programs; and/or to offset the cost of an annual meeting of our franchisees. All sums paid by you to the Worldwide Creative Marketing Fund shall be maintained in a separate account from our general funds and may be used to defray our expenses, if any, as we may incur in activities reasonably related to the administration or direction of the Worldwide Creative Marketing Fund and advertising programs for franchisees and the System, as described above. The Worldwide Creative Marketing Fund and its earnings shall not otherwise inure to our benefit. The Worldwide Creative Marketing Fund is operated solely as a conduit for collecting and expending the Worldwide Creative Marketing Fees as outlined above. The Worldwide Creative Marketing Fund will not be used for any activity whose sole purpose is the sale of franchises. However, the design and maintenance of our website

(for which Worldwide Creative Marketing 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 Halal Guys brand and the franchise opportunity.

8.4.2 A statement of the operations of the Worldwide Creative Marketing Fund shall be prepared annually by us and shall be made available to you upon request. This statement of operations may be unaudited.

8.4.3 Any monies remaining in the Worldwide Creative Marketing Fund at the end of any year will carry over to the next year, or we can rebate all or a portion of the unused money to franchisees on a proportionate basis for them to spend on local advertising and promotion. Although the Worldwide Creative Marketing Fund is intended to be of perpetual duration, we may terminate the Worldwide Creative Marketing Fund. The Worldwide Creative Marketing Fund shall not be terminated, however, until all monies in the Worldwide Creative Marketing Fund have been expended for advertising or promotional purposes or returned to contributing Franchised Businesses or those operated by us, without interest, on the basis of their respective contributions.

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

8.5 Advertising Cooperatives. We may from time to time, in our discretion, establish, change, merge or dissolve one or more regional advertising cooperatives (each, a "Cooperative") in any area, or we may approve the creation of such a Cooperative by franchisees in the System, and establish the rules and regulations therefor. If and when we do so, we will notify you in writing of: (i) the starting date as to when you must become a member of the Cooperative for the area in which some or all of your Designated Territory is located; (ii) the amount of your Cooperative contributions and (iii) the rules, regulations and bylaws that will govern such Cooperatives. In no event may the Restaurant be required to be a member of more than one Cooperative. The Cooperative must be governed in the manner we prescribe. The Cooperative may require each of its members to make contributions thereto in an amount up to one-half of one percent (0.5%) of the Restaurant's Gross Sales. You shall contribute such amounts at the times and in the manner as determined by the Cooperative members. Any funds contributed to a Cooperative will be credited against your obligation to pay for Local Advertising as set forth in Section 8.3 above; provided, however, that if your contributions to a Cooperative are less than your Local Advertising requirement, you shall nevertheless spend the difference locally.

8.6 Conduct of Advertising; Our Approval. All advertising and promotion you conduct, in any medium, shall be conducted in a professional manner and shall conform to our standards and requirements as set forth in the Manual or otherwise. You agree to conduct all advertising which uses the Proprietary Marks or refers in any way to your Franchise Business in a dignified manner and in a fashion calculated to avoid fraud, illegality, deception, misrepresentations, embarrassment, shame, ridicule, disparagement or liability of any type or nature accruing to you, us, your Franchised Business, the System, your Restaurant or other franchisee or franchised business. You shall obtain our prior approval of all advertising and promotional plans and materials prior to use if such plans and materials have not been prepared by us or previously approved by us during the twelve (12) months prior to their proposed use. You shall submit such unapproved plans and materials to us, and we shall have fifteen (15) days to notify you of our approval or disapproval of such materials. If we do not provide our specific approval of the proposed materials within this fifteen (15) day period, the proposed materials are deemed to be not approved. Any plans and materials that you submit to us for our review will become our property and there will be no restriction on our use or dissemination of such materials. We reserve the right to require you to

include certain language on all advertising to be used locally by you or to be used by a Cooperative (if and when any are established), including, but not limited to, "Franchises Available" and reference to our telephone number and/or website.

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 Manual or otherwise.

8.7 Websites and Social Media. We alone may establish, maintain, modify or discontinue all internet, worldwide web and electronic commerce activities pertaining to the System. We may establish one or more websites accessible through one or more uniform resource locators ("URLs") and, if we do, we may design and provide for the benefit of your Restaurant a "click through" subpage at our website for the promotion of your Restaurant. If we establish one or more websites or other modes of electronic commerce and if we provide a "click through" subpage at the website(s) for the promotion of your Restaurant, you must routinely provide us with updated content, photographs and news stories about your Restaurant suitable for posting on your "click through" subpage. We reserve the right to specify the content, frequency and procedure you must follow for updating your "click through" subpage.

Any websites or other modes of electric commerce that we establish or maintain may – in addition to advertising and promoting the products, programs or services available at The Halal Guys Restaurants – also be devoted in part to offering The Halal Guys Restaurant franchises for sale and be used by us to exploit the electronic commerce rights which we alone reserve.

In addition to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee e-mail, System discussion forums and System-wide communications (among other activities) can be done. You may not maintain your own website; otherwise maintain a presence or advertise on the internet / virtual platform (including without limitation the metaverse); develop a non-fungible token (NFTs) or any other mode of electronic commerce in connection with your Restaurant; establish a link to any website we establish at or from any other website or page; or at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates "The Halal Guys" name or any name confusingly similar to the Proprietary Marks.

You are not permitted to promote your Restaurant or use any of the Proprietary Marks in any manner on any social media (as defined below), without our prior written consent. We will control all social media initiatives. You must comply with our System standards regarding the use of social media in your Restaurant's operation, including prohibitions on your and the Restaurant's employees posting or blogging comments about the Restaurant or the System, other than on a website established or authorized by us ("**social media**" includes personal blogs, common social networks like Facebook, Instagram, Foursquare, MySpace, TikTok Snapchat, Reddit, YouTube, Vimeo, Tumblr, Pinterest, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools). We will provide access to branded social media pages/handles/assets, and you must update these regularly. We reserve the right to conduct collective/national campaigns via local social media on your behalf.

We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website we establish and maintain, including any and all material you may furnish to us for your "click through" subpage.

8.8 Advisory Council. We have established an advisory council to work with us to improve various aspects of our System, including advertising, merchandising, food products, and other items. If we choose to establish an advisory council, its members will include franchisee representatives and our representatives. The franchisee representatives may be chosen by us or elected by other franchisees in the System. The advisory council will act in an advisory capacity only and will not have decision making authority. We have the right to form, change, merge or dissolve any advisory council at any time. You understand and agree that if you participate in an advisory council, you shall pay any expenses you incur related to such participation, such as travel and living expenses to attend meetings.

8.9 Grand Opening Advertising. You agree to expend at least Fifteen Thousand Dollars ($15,000) on a grand opening advertising campaign to promote the opening of your Restaurant ("Grand Opening Advertising Campaign"). We must receive and approve your grand opening advertising plan, and you must present us with such documentation as we require (such as, by way of example, receipts, invoices, etc.) evidencing your full satisfaction of, and/or commitment to fully satisfy your grand opening advertising requirements no less than sixty (60) days before you reserve your initial training. You agree to work with us to create a plan for your Grand Opening Advertising Campaign, which plan will set forth your advertising and promotional obligations during the period immediately prior to and after the opening of your Restaurant. Once a Grand Opening Advertising Campaign has been finalized and approved, you agree to implement the Grand Opening Advertising Campaign and to fulfill all of your obligations thereunder. If we do not receive your grand opening advertising plan when required, we reserve the right to: (a) require you to pay us this amount to conduct the Grand Opening Advertising Campaign on your behalf or (b) create a grand opening advertising plan that you will be required to implement and conduct. Your Grand Opening Advertising Campaign must include the elements that we require, such as food and merchandise giveaways and press and media gatherings.

ARTICLE 9
MARKS

9.1 Use of Proprietary Marks. We grant you the right to use the Proprietary Marks during the term of this Agreement in accordance with the System and related standards and specifications.

9.2 Ownership of Proprietary Marks; Limited License. You expressly understand and acknowledge that:

9.2.1 We are the owner or the licensee of the owner of all right, title and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them. All references herein to our right, title and interest in and to the Proprietary Marks shall be deemed to include the owner's right, title and interest in and to the Proprietary Marks.

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

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

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

9.2.5 You shall not contest the validity of or our interest in the Marks or assist others to contest the validity of or our interest in the Proprietary Marks.

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

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

9.3 Limitation on Use of Proprietary Marks. With respect to your licensed use of the Marks pursuant to this Agreement, you further agree that:

9.3.1 Unless otherwise authorized or required by us, you shall operate and advertise the Restaurant only under the name "The Halal Guys" without prefix or suffix. You shall not use the Proprietary Marks as part of your corporate or other legal name, and shall obtain our approval of such corporate or other legal name prior to filing it with the applicable state authority.

9.3.2 During the term of this Agreement and any renewal hereof, you shall identify yourself and the Restaurant as an independently owned and operated franchise 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 Restaurant business. You agree to place this notice of independent ownership on all invoices, order forms, receipts, contracts, printed materials, business cards, stationery, marketing and advertising materials, signs and other written or electronic modes as well as on the premises of the Restaurant or any delivery vehicle as we may designate in writing, in each case in the form, size and manner we specify and in such fashion as we may require from time to time. In addition, 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 "The Halal Guys," "THG," "The Halal Guys Franchise Inc.," or any variant as part of your business entity name.

9.3.3 You shall not use the Proprietary Marks to incur any obligation or indebtedness on our behalf.

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

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

9.5 Retention of Rights by Us. The right and license of the Proprietary Marks granted hereunder to you is non-exclusive and we thus have and retain the following rights, among others, subject only to the limitations of Article 1: (i) to grant other licenses for use of the Proprietary Marks, in addition to those licenses already granted to existing franchisees; (ii) to develop and establish other franchise or business systems using the Proprietary Marks or other names or marks and to grant licenses thereto without providing any rights to you; and (iii) to engage, directly or indirectly, through our employees, representatives, licensees, assigns, agents and others, at wholesale, retail or otherwise, in (a) the production, distribution, license and sale of products and services, and (b) the use in connection with such production, distribution and sale, of the Proprietary Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or used from time to time by us.

ARTICLE 10
CONFIDENTIALITY AND NON-COMPETITION COVENANTS

10.1 Confidential 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 Renewal Term of this Agreement, or any time after this or any Renewal Agreement expires or terminates, or your rights under this Agreement or any Renewal 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 Manual (including supplements to the Manual); 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 identity of, and all information relating to, the computer and POS hardware and 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 and records generated and/or otherwise maintained by your Franchised Business; our and, if in the future we permit, your internet/web protocols, procedures and content; 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 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; 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 Manual; 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 take all necessary precautions to insure 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 from certain of your owners, management and staff is set forth below in Section 10.2 below.

10.2 Non-Competition.

10.2.1 You specifically acknowledge that, pursuant to this Agreement, you will receive valuable training, trade secrets and confidential information, including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of us and the System which are beyond the present skills and experience of you and your managers and employees. You acknowledge that such specialized training, trade secrets and confidential information provide a competitive advantage and will be valuable to them in the development and operation of the Restaurant, and that gaining

access to such specialized training, trade secrets and confidential information is, therefore, a primary reason why they are entering into this Agreement. In consideration for such specialized training, trade secrets and confidential information (including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of us and the System which are beyond the present skills and experience of you and your managers and employees), you covenant that, during the term of this Agreement, except as otherwise approved in writing by us, which approval may be withheld or denied in our sole and absolute discretion, you shall not, either directly or indirectly, for yourself or through, on behalf of or in conjunction with any person(s), partnership, corporation or other entity:

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

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

10.2.2 For a continuous uninterrupted period commencing upon these expiration, termination of, or transfer of all of your interest in, this Agreement and continuing for two (2) years thereafter, except as otherwise approved in our sole and absolute discretion, you shall not, directly or indirectly, for yourself, or through, on behalf of or in conjunction with any person, persons, partnership, or corporation:

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

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

10.2.3 The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect our goodwill or other business interests. The parties agree that each of the covenants herein shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which we are a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section.

(a) You understand and acknowledge that we shall have the right, in our sole and absolute discretion, to reduce the scope of any covenant set forth in this Section 10.2, or any portion

thereof, without your consent, effective immediately upon notice to you; and you agree that they shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 24.2 hereof.

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

(c) Section 10.2.2(b) shall not apply to ownership of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly held corporation.

10.2.4 You shall require and obtain execution of covenants similar to those set forth in this Section 10.2 (including covenants applicable upon the termination of a person's employment with you) from your owners, General Manager, Assistant General Managers and all other of your personnel who have received or will have access to training from us or who have received or will have access to our confidential information. Such covenants shall be substantially in the form set forth in Exhibit D. Notwithstanding the foregoing, we reserve the right, in our sole discretion, to decrease the period of time or geographic scope of the non-competition covenant set forth in Exhibit D or eliminate such non-competition covenant altogether for any party that is required to execute such agreement under this Section 10.2.4.

10.3 Failure to Comply. You acknowledge that any failure to comply with the requirements of this Section shall constitute a material event of default under Article 17 hereof. You acknowledge that a violation of the terms of this Section would result in irreparable injury to us for which no adequate remedy at law may be available. Accordingly, you consent to the issuance of an injunction prohibiting any conduct by you in violation of the terms of this Section. You agree to pay all court costs and reasonable attorneys' fees incurred by us in connection with the enforcement of this Section, including payment of all costs and expenses for obtaining specific performance of, or an injunction against violation of, the requirements of such Section. Notwithstanding the generality of the foregoing, you further understand and agree that if you fail to comply with a non-competition covenant stated in this Article 10, you shall pay to us One Thousand Dollars ($1,000) per week for each week such failure to comply continues.

ARTICLE 11
BOOKS AND RECORDS

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

11.2 Reports. In addition to the Weekly Report required by Section 4.8 hereof, you shall comply with the following reporting obligations:

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

11.2.2 You shall, at your expense, provide to us a complete annual financial statement (which shall be reviewed) for you prepared by an independent certified public accountant, within ninety (90) days after the end of each fiscal year during the term hereof, showing the results of operations of you during such fiscal year; we reserve the right to require such financial statements to be audited by an independent certified public accountant satisfactory to us at your cost and expense if an inspection discloses an understatement of payments due to us of two percent (2%) or more in any report, pursuant to Section 11.3; and

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

11.3 Inspections; Audits. We or our designees shall have the right, during normal business hours, to review, audit, examine and copy any or all of your books and records as we may require at the Restaurant. You shall make such books and records available to us or our designees immediately upon request. If any required Royalty Fee or other payments due to us are delinquent, or if an inspection should reveal that such payments have been understated in any report to us, then you shall immediately pay to us the amount overdue or understated upon demand with interest determined in accordance with the provisions of Section 4.6. If an inspection discloses an understatement in any report of two percent (2%) or more, you shall, in addition, reimburse us for all costs and expenses connected with the inspection (including, without limitation, reasonable accounting, auditors' and attorneys' fees and expenses). If you understated your Gross Sales by: (i) two percent (2%) or more on three (3) separate occasions within any thirty six (36) month period or (ii) five percent (5%) or more for any month within a reporting period and/or for any entire reporting period, in addition to paying us the amount due, plus interest and the cost of the audit, your understatement will be considered a material incurable breach which will entitle us to immediately terminate this Agreement. Notwithstanding the foregoing, if we elect not to terminate this Agreement, then in addition to paying us the amount due, plus interest and the cost of the audit, we reserve the right to charge you a Ten Thousand Dollar ($10,000) fine in connection with such understatement. If you understated your Gross Sales by less than two percent (2%) percent for any period, you must immediately pay us the amount due, plus interest, but we will pay the cost of the audit. These remedies shall be in addition to any other remedies we may have at law or in equity.

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

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

11.6 We Are Attorney-in-Fact. Notwithstanding any forms and documents which may have been executed by you under Section 7.17, you hereby appoint us as your true and lawful attorney-in-fact with full power and authority, for the sole purpose of obtaining any and all returns and reports filed by you

with any state and/or federal taxing authority pertaining to the Franchised Business. This power of attorney shall survive the expiration or termination of this Agreement.

ARTICLE 12
INSURANCE

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

12.2 Your Required Insurance Coverage. Your required insurance policy or policies shall be written by a responsible, duly licensed carrier or carriers reasonably acceptable to us, shall be written on an "occurrence" basis, and shall include, at a minimum (except as additional coverages and higher policy limits may reasonably be specified by us from time to time), in accordance with our standards and specifications set forth in writing, the following: (1) comprehensive general liability, including broad form contractual liability, employment practices coverage, broad form property damage, personal injury, facilities, completed operations, products liability, automobile (covering all vehicles used in the delivery of products from the Restaurant, including owned, hired and non-owned vehicles) and fire legal liability in the amount of Five Million Dollars ($5,000,000); (2) all risks coverage for full repair and replacement value of all of the equipment, fixtures and supplies used in your Restaurant with an agreed amount endorsement equal to one hundred percent (100%) of the property's value; (3) employer's liability, workers' compensation, and any other insurance that may be required by statute or rule of the state or locality in which the Restaurant is located and operated; (4) business interruption insurance of at least fifty percent (50%) of your annual Gross Sales excluding payroll, including naming us as an additional insured and loss payee for Royalty Fees that would have been paid by you based on the Restaurant's Gross Sales during the preceding twelve (12) month period; (5) any insurance coverages required by the terms of the lease for the Restaurant premises; and (6) any other insurance coverages we may require in the future. In addition to the foregoing, in connection with any construction, renovation, refurbishment or remodeling of the Restaurant, you shall maintain Builder's Risks/installation insurance in forms and amounts, and written by a responsible, duly licensed carrier or carriers, reasonably satisfactory to us. 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. Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by us, nor shall your performance of that obligation relieve you of liability under the indemnity provisions set forth in Article 15 of this Agreement.

12.3 Insurance Requirements. All insurance required hereunder must: (i) include a waiver of subrogation in favor of us, our affiliates, and our respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees; (ii) with the exception of workers' compensation, shall name us, our affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, as additional named insureds, and shall expressly provide that any interest of same therein shall not be affected by any breach by you of any policy provisions; (iii) all general liability and property damage policies shall contain a provision that we, our affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, although named as insureds, shall nevertheless be entitled to recover under such policies on any loss occasioned to us or our servants, agents

or employees by reason of the negligence of you or your servants, agents or employees; (iv) shall expressly provide that no less than thirty (30) days' prior written notice shall be given to us in the event of a material alteration to, non-renewal or cancellation of the policies; (v) shall 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; (vi) shall 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; (vii) shall contain such endorsements as we may specify from time to time in the Manual; (viii) shall be primary to and without right of contribution from any other insurance purchased by the Franchisor Parties; (ix) shall contain a waiver of subrogation rights against us, the other Franchisor Parties and any of our successors and/or assigns; (x) be obtained from responsible insurance carriers acceptable to us which possess a Best's Insurance Guide rating of no less than "A+13"; and, (xi) 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 (as defined in Article 15) by reason of your negligence or that of your servants, agents or employees.

12.4 Certificates of Insurance. Not later than thirty (30) days before the Opening Date, and thereafter thirty (30) days prior to the expiration of any such policy, you shall deliver to us Certificates of Insurance evidencing the existence and continuation of proper coverage with limits not less than those required hereunder. 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) is applicable only after all limits of your policy(ies) are exhausted. In addition, if requested by us, you shall deliver to us a copy of the insurance policy or policies required hereunder.

12.5 Renewal. 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.

12.6 Purchase of Insurance on Your Behalf. Should you, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by us in writing, we shall have the right and authority (without, however, any obligation to do so) immediately to procure such insurance and to charge same to you, which charges shall be payable by you immediately upon notice together with a ten percent (10%) administrative fee. The foregoing remedies shall be in addition to any other remedies we may have at law or in equity. 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.

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

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

12.9 Assignment of Claims. 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 Article.

12.10 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.

12.11 Failure to Purchase 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.

ARTICLE 13
DEBTS AND TAXES

13.1 Taxes. You shall promptly pay when due all Taxes (as defined below), levied or assessed, and all accounts and other indebtedness of every kind incurred by you in the conduct of the Franchised Business under this Agreement. Without limiting the provisions of Article 15 ("Indemnification"), you shall be solely liable for the payment of all Taxes and shall indemnify us for the full amount of all such Taxes and for any liability (including penalties, interest and expenses) arising from or concerning the payment of Taxes, whether such Taxes were correctly or legally asserted or not. You shall submit a copy of all tax filings sent to federal, state and local tax authorities to us within ten (10) business days after such filing has been made with the appropriate taxing authority.

If any amounts payable by you to us are subject to withholding or other Taxes that you are required to deduct from the payments, you shall promptly deliver to us at the time of payment all receipts of applicable governmental authorities for all such Taxes withheld or paid. If you or any other person is required by any law or regulation to make any deduction or withholding (on account of Tax or otherwise) from any payment for our or our affiliate's account, you shall, at our option, either: (a) together with the payment, pay such additional amount as will ensure that we or our affiliate receives (free and clear of any Tax or other deductions or withholding) the full amount which we would have received if no such deduction or withholding had been required; or (b) make such payment having taken into account the relevant deduction or withholding (on account of Tax or otherwise).

You shall ensure that withholding or other Taxes that you are required to deduct from amounts payable by us to you or our affiliates under this Agreement are paid to the relevant taxation authority on the same date as the amounts payable by you to us under this Agreement are paid to us.

You are responsible for and shall indemnify and hold us and our affiliates harmless against any penalties, interest and expenses incurred by or assessed against us or our affiliates as a result of your failure to withhold such Taxes or to timely remit them to the appropriate taxing authority. You shall fully and promptly cooperate with and assist us to provide all information and records we may request in connection with any application by us to any taxing authority with respect to Tax credits, exemptions or refunds available for any withholding or other Taxes paid or payable by you.

If we or our affiliate is required to refund to you any amounts paid hereunder, we and our affiliate will not be required to refund that portion of those amounts that were withheld by you in order to comply with any applicable Tax law unless and until we or our affiliate receives a refund of those amounts from the applicable government or agency thereof or uses a foreign Tax credit which is directly attributable to those amounts on our or our affiliate's income or with respect to which the period within which the credit may be reduced or disallowed has expired.

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

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

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

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

13.5 Notification of Action or Proceeding. You shall notify and deliver to us, in writing within five (5) days of the commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business. If you receive any notice, report, fine, test results or the like from the applicable provincial or local department of health (or other similar governmental authority), you shall promptly forward a copy of such document to our attention.

ARTICLE 14
TRANSFER OF INTEREST

14.1 Transfer 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, and you will never assert, contend or complain otherwise.

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. In addition, you expressly affirm and agree that we may sell our assets, our rights to the Proprietary Marks or to the System outright to a third party; go public; may engage in a private placement of some or all of our securities; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. With regard to any or all of the foregoing, you expressly and specifically waive any claims, demands or damages arising from or related to such activities or to the loss of said Proprietary Marks (or any variation thereof) and/or

the loss of association with or identification of "THE HALAL GUYS FRANCHISE INC." as Franchisor. Nothing contained in this Agreement shall require us to remain in the same business or to offer the same products and services, whether or not bearing the Proprietary Marks, in the event that we exercise our right to assign or otherwise transfer our rights in this Agreement.

14.2 Transfer by You – General. You understand and acknowledge that we have entered into this Agreement in reliance on and in consideration of the personal skill and qualifications of your owners and managers, and the trust and confidence that we repose in your owners and managers, 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) for the Restaurant's Location; or, your rights to use the System, Proprietary Marks, confidential information and/or Manual 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 14.5 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, 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.

For the purposes of this Agreement, "**transfer**" includes (without limitation) the assignment of this Agreement, the assignments of any of your rights hereunder, the delegation of any duties hereunder, or the transfer, issuance or redemption in the aggregate of more than twenty five (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 transfer, as provided below. You agree to immediately report to us all such transfers/assignments of ownership in your business entity, even if less than twenty five (25%), in accordance with the procedure set forth in our Manual or otherwise.

14.3 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:

14.3.1 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).

14.3.2 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).

14.3.3 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.

14.3.4 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 K to this Agreement.

14.3.5 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 D to this Agreement.

14.3.6 The name of the business entity formed by you may not include the Proprietary Marks, words "The Halal Guys", "THG," "The Halal Guys Franchise Inc.," or any variant thereof or any word confusingly similar thereto.

14.3.7 Your business entity must comply in all respects with the requirements and prohibitions set forth in Section 6.3 of this Agreement ("Requirement of Business Entity").

Any transfer pursuant to this Section 14.3 will not be subject to our right of first refusal below and will not require you to pay to us any transfer fee.

14.4 Transfer by You – Sale to a Third Party.

14.4.1 If we do not elect to exercise our right of first refusal (as provided in Section 14.5 below), then we will not unreasonably withhold consent to your sale, assignment or other transfer of any interest in you, the franchise conveyed by this Agreement, your Franchised Business, your Restaurant, your lease or sublease (as applicable) for your Restaurant, 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 other transfer of any of the foregoing:

(a) That the proposed transferee (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 transferee (and each and every owner and guarantor of the proposed transferee) 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, each and every owner or guarantor of the proposed transferee 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 owners or guarantors of the proposed transferee 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 transferee has the organizational, managerial and financial structure and resources required to conduct the Franchised Business properly, taking into account such factors (among others) as the number of Restaurants and market areas involved and their geographic proximity.

(d) That the proposed transferee complies with our ownership requirements relative to the control of the proposed transferee and the Franchised Business.

(e) That each and every owner, affiliate or guarantor of the proposed transferee complies with our restrictions relative to ownership or involvement in a Competitive Business.

(f) That the proposed transferee; his, her or its proposed General Manager and Assistant General Managers; and, such other post-transaction employees of the Franchised Business as we may reasonably require attend and successfully complete our Initial Training Program before the assignment, and any other training that we reasonably require, at the transferee'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 and Non-Competition Agreement substantially in the form of Exhibit D to this Agreement.

(g) That, if required, the lessor or sublessor of your Restaurant's Location consents in writing to the transfer.

(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 transferee 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 transferee 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 transferee 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 assign or otherwise transfer any of the aforementioned permits, licenses and/or

authorizations which you possess to the transferee, then you agree to do so immediately following our execution of the transferee'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 transferee's new Franchise Agreement (specifically including your obligation to indemnify us and the other Franchisor Parties identified in Article 15) and you agree to execute any and all documents we reasonably request to further evidence such liability.

(l) That we have the absolute right to require any owners or other parties having an interest in the proposed transferee or the Accepted Location to execute the Guaranty substantially in the form of Exhibit K to this Agreement.

(m) That the Total Sales Price of your sale, assignment or other type of 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 transferee. "**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 Franchised 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 you and each of your owners and Guarantors, and the transferee (and each of its owners and guarantors) execute a general release, substantially in the form of Exhibit I to this Agreement, of any and all claims, demands and causes of action which you, such owners or the transferee and its owners may or might have against us and/or any of our affiliates, agents or representatives, through the date of execution of the transferee's new Franchise Agreement.

(o) That the transferee complies with all of the requirements of its new Franchise Agreement concerning business entities.

(p) That you furnish us with a copy of any proposed contract of assignment/transfer (and any related agreements) and, promptly following execution, furnish to us a copy of the executed contract of assignment/transfer (and any related agreements).

(q) That upon our request, either you and/or the proposed transferee, 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.

(r) That you pay us a transfer fee of Five Thousand Dollars ($5,000).

You expressly agree that your obligations to indemnify and hold harmless us and the other Franchisor Parties under Article 15 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 transferee and/or any claim that you (and your owners, General Manager, Assistant General Managers, management or employees) or your transferee 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.

The provisions of Section 14.2 through Section 14.4 inclusively 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.

14.4.2 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, any ownership interests in any business entity which directly or indirectly controls you, your lease or sublease (as applicable) for the Location, or any of the tangible assets material to the operation of the operation of your Franchised Business (including, without limitation, the premises of your Franchised Business and your Restaurant. 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 14.4.2, which approval shall be in writing. In connection therewith, the secured party will be required by us to agree that in the event of any default by you under any documents related to the security interest, we shall have the right and option to be substituted as obligor to the secured party and to cure any default of yours.

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

14.5 Our Right of First Refusal.

14.5.1 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.

14.5.2 You must deliver to us a true and complete copy of the proposed transferee's offer (the "**Notice**") including all its material terms and furnish to us any additional information concerning the proposed transaction and the proposed transferee 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.

14.5.3 We shall have sixty (60) days following our receipt of the Notice (or, if we request additional information, sixty (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 General Manager of your Franchised Business and any other personnel we specify. As well, all of the requirements of your proposed transferee specified above in Section 14.4 ("Transfer by You – Sale to a Third Party") of this Agreement must be complied with.

14.5.4 Within sixty (60) days after our receipt of your Notice (or, if we request additional information, within sixty (60) days after receipt of the additional information), we may either consent or withhold our consent to the assignment/transfer or redemption, in accordance with this Article, or at our option accept the assignment/transfer to ourselves or to our designee, on the terms and conditions specified in your Notice. If we or our designee accept the assignment/transfer, 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/transferred and/or the consideration proposed to be paid or payable to you or any third party in connection with the proposed assignment/transfer 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 material 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.

14.5.5 If you are a business entity and a partial transfer is proposed through the assignment/transfer or redemption of more than twenty five (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 assigned/transferred but also all remaining interests, so that our resulting ownership will be one hundred percent (100%) of your business entity. The price of these remaining interests will be proportionate to the price of the interests initially being offered.

14.5.6 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. 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. 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 Restaurant's Location to us.

14.5.7 If we elect not to exercise our right of first refusal and we consent to the proposed assignment/transfer or redemption, then you will, subject to the provisions of this Article, be free to assign/transfer this Agreement or the Franchised Business to your proposed transferee on the terms and conditions specified in the notice if you satisfy the conditions of 14.4 ("Transfer by You – Sale to a Third Party") for our approval of an assignment/transfer and if you close the transaction within sixty (60) 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/transfer transaction within sixty (60) 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 (30) days thereafter.

14.5.8 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 transferee must comply with all the criteria and procedures for assignment/transfer of the franchise, the Franchise Agreement and/or the Franchised Business specified in this Article 14.

14.6 Death or Disability.

14.6.1 "**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 (90) consecutive days. Disability will be determined either after this ninety (90) 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.

14.6.2 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, legitees, 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 14.4 of this Agreement ("Transfer 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 Manual or otherwise.

14.6.3 Upon the death or disability of your last surviving owner, 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 (6) months) following the death or disability to sell (as applicable) Franchisee or the Franchised Business in accordance with the provisions of Section 14.4 and subject to our right of first refusal under Section 14.5. Until such sale, transfer or assignment is consummated, the Estate may continue the operation of your Franchised Business but only if, at all times, a General Manager, as necessary, of your Franchised Business is at all times supervising the operation of your Franchised 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.

14.6.4 If at any time following the death or disability of your last surviving owner, the Estate fails to have an approved General Manager, as necessary, supervising the operation of your Franchised Business on a full time basis, then until the Estate retains an approved General Manager, as necessary, we may assume full control of and operate your Franchised Business in order to prevent any interruption of the Franchised Business operations which could cause harm to the Franchised Business, but will have no obligation to do so. If we do so, then during this period, all monies from the operation of the Franchised Business shall be kept in a separate account, and we will deduct our expenses for travel, lodging, meals and all other expenses and fees from your Franchised Business's Gross Sales and also pay ourselves a management fee equal to ten percent (10%) of the Franchised Business's monthly Gross Sales ("**Management Fee**"). This Management Fee will be in addition to the Royalty Fee 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 (10) days of our notifying the Estate and such Guarantor of the deficiency. We will not be obligated to operate your Franchised Business. If we do so, we will not be responsible for any operational losses of the Franchised Business, nor will we be obligated to continue operating the Franchised Business. You agree to indemnify and hold harmless us and any representative of ours who may act hereunder, from any and all acts which we may perform, as regards the interests of you or third parties.

14.7 No Waiver of Claims. Our consent to a transfer of any interest described herein shall not constitute a waiver of any claims which we may have against the transferring party, nor shall it be deemed a waiver of our right to demand material and full compliance with any of the terms of this Agreement by the transferee.

14.8 Your Offer and Sale of Securities. If you 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 of your Guarantors, then you must give us written notice at least sixty (60) 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 14.5, 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 (30) 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 (30) 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 Article 15 ("Indemnification") 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 agree to reimburse us for our reasonable costs and expenses in reviewing your proposed offering, including, without limitation, legal and accounting fees.

14.9 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 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 (5) 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 (10) 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 14.4 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 14.4 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 of your Guarantors, 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.

ARTICLE 15
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, designees and representatives of all of the foregoing (we and all others referenced above being the "**Franchisor Parties**"), and indemnify 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 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 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; product recalls resulting from or related to your acts, errors or omissions; all acts, errors, neglects or omissions of you or the Franchised Business and/or the owners, officers, directors, management, employees, agents, servants, contractors, partners, proprietors, affiliates or representatives of you and/or the Franchised Business and/or the Restaurant's Location (or any third party acting on your behalf or at your direction), whether in connection

with the Franchised Business, the Restaurant's Location or otherwise, 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 (as defined in Section 20.3)); 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 Business; all activities, conduct and representations which you may engage in connected to any actual or attempted transfer or assignment (as defined in Section 14.2) of any interest whatsoever in you or the Franchised Business (or any entity which controls (as defined in Section 14.2) you or the Franchised 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 (3) 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. 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). Or 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. 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 Article 15 will survive the expiration or sooner termination of this Agreement.

ARTICLE 16
RELATIONSHIP OF THE PARTIES

16.1 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 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 Manual 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 Franchised 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. We will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to your operation of the Franchised Business.

16.2 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 THE HALAL GUYS 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 will recompense Franchisee the reasonable costs associated with Franchisee appearing at any such venue (including travel, lodging, meals and *per diem* salary).

ARTICLE 17
TERMINATION

17.1 Automatic Termination – No Right to Cure.

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

17.1.2 You shall be in default under this Agreement, and all rights granted to you herein shall automatically terminate without notice to you, if you, or any of your partners, if you are a partnership, or any of your officers, directors, shareholders, or members, if you are a corporation or limited liability company, shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; if you are adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver or other custodian for you or your business or assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a *supersedeas* bond is filed); if you are dissolved; if execution is levied against your business or property; if suit to foreclose any lien or mortgage against the Location or equipment is instituted against you and not dismissed within thirty (30) days; or if the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

17.2 Termination By Us Upon Notice - - No Opportunity to Cure. You shall be deemed to be in material default and we may, at our option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default effective immediately upon your receipt of notice (which, whether sent by overnight courier, personal delivery or any other manner authorized by Section 24.1 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:

17.2.1 If you operate the Restaurant or sell any products or services authorized by us for sale at the Restaurant at a location which has not been approved by us.

17.2.2 If you fail to acquire an Accepted Location for the Restaurant within the time and in the manner specified in Article 2.

17.2.3 If you fail to construct or remodel the Restaurant in accordance with the plans and specifications provided to you under Section 2.4.1 as such plans may be adapted with our approval in accordance with Section 2.4.1.

17.2.4 If you fail to open the Restaurant for business within the period specified in Section 2.7 hereof.

17.2.5 If you at any time cease to operate or otherwise abandon the Restaurant, or lose the right to possession of the premises, or otherwise forfeit the right to do or transact business in the jurisdiction where the Restaurant is located, or abandon the franchise relationship established under this Agreement; or, fail to operate you Restaurant for three (3) consecutive days during which you are required to operate it under this Agreement, provided, however, that this provision shall not apply in cases of "**Force Majeure**" (meaning acts of God, strikes, war, riot, epidemic, acts of terrorism, or other forces beyond your control), if through no fault of yours the premises are damaged or destroyed by an event as described above, provided that you apply within thirty (30) days after such event, for our approval to relocate or reconstruct the premises (which approval shall not be unreasonably withheld) and you diligently pursue such reconstruction or relocation; such approval may be conditioned upon the payment of an agreed minimum fee to us during the period in which the Restaurant is not in operation.

17.2.6 If you or any of your owners are convicted of, or have entered a plea of nolo contendere to, a felony, a crime involving moral turpitude, or other crime that we believe is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or our interests therein.

17.2.7 If a threat or danger to public health or safety results from the construction, maintenance or operation of the Restaurant, or you operate your Franchised Business 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.

17.2.8 If you or any of your owners purport to transfer any rights or obligations under this Agreement or any interest in you or the Restaurant to any third party without our prior written consent or without offering us a right of first refusal with respect to such transfer, contrary to the terms of Article 14 of this Agreement.

17.2.9 If you fail to comply with the in-term covenants in Article 10 hereof.

17.2.10 If a transfer upon death or permanent disability is not transferred in accordance with Article 14 and within the time periods therein.

17.2.11 If you knowingly maintain false books or records, or submit any false reports to us.

17.2.12 If you breach in any material respect any of the covenants in any material respect set forth in Article 6 or have falsely made any of the representations or warranties set forth in Article 6.

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

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

17.2.15 If you or any General Manager and/or Assistant General Manager of yours is not able to complete our initial training program to our satisfaction, after having given you the opportunity to designate a replacement General Manager and/or Assistant General Manager.

17.2.16 If you fail to comply with all applicable laws and ordinances relating to the Restaurant, including anti-terrorism laws, or if your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation.

17.2.17 If 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.

17.2.18 If we and you agree in a mutually signed writing to terminate this Agreement.

17.2.19 If you do not maintain the financial records required by Section 11.1 of this Agreement.

17.2.20 If 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 Sales by (i) two percent (2%) or more on three (3) separate occasions within any thirty-six (36) month period or (ii) five percent (5%) or more for any month within a reporting period and/or for any entire reporting period.

17.2.21 If you refuse us permission to inspect, or to conduct an operational and/or financial audit of, your Franchised Business.

17.2.22 If 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.

17.2.23 If, after curing a default which is subject to cure under Section 17.3 below, you commit the same act of default again within six (6) months.

17.2.24 If 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.

17.2.25 If 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.

17.2.26 If you, your Franchised Business, your General Manager, any of your Assistant General Managers and/or your Restaurant engages in any act or practice which subjects you and/or us to widespread publicity, ridicule or derision.

17.2.27 If you breach the provisions of this Agreement relating to advertising standards and do not cure this breach within three (3) days following written notice from us.

17.2.28 If 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.

17.2.29 If you make any use of our confidential information and/or Proprietary Marks not specifically authorized by this Agreement or our Manual, or you directly or indirectly utilize or devote same for the benefit of any individual or entity other than your Franchised Business.

17.2.30 If you default under any agreement between you and any lessor or sublessor of your Restaurant's Location and you do not cure the default within the period specified in the lease or sublease (as applicable) for you Restaurant's Location.

17.2.31 If you sell Halal food items in your Restaurant that are not properly Halal certified in accordance with our requirements.

17.2.32 If 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.

17.3 Termination By Us - - Thirty Days to Cure. Except as provided in Section 17.1, 17.2 or in this Section 17.3, you will have thirty (30) calendar days after we furnish you with a written notice of default, transmitted in accordance with the terms of Section 24.1 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 17.3 (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, 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 your owners and Guarantors (as defined in Section 23.2) by this Agreement, our Manual and/or all Supplements to the Manual 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:

17.3.1 You 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.

17.3.2 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 Manual 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.

17.3.3 Your Franchised Business offers and sells any programs, products or services that we do not authorize under this Agreement or our Manual.

17.3.4 You fail to maintain your trade accounts in a current status and/or fail to seek to promptly resolve any disputes with trade suppliers.

17.3.5 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.

17.3.6 You fail to pay any taxes due and owing by your Franchised Business (including employee taxes) when due.

17.3.7 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 Manual or otherwise.

17.3.8 You violate the restrictions pertaining to advertising set forth in Article 8 of this Agreement.

17.3.9 You do not indemnify us and/or one of the Franchisor Parties as required by this Agreement.

17.3.10 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.

17.3.11 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.

17.3.12 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.

17.3.13 You fail to operate your Restaurant during the days and hours specified in our Manual without our prior written approval.

17.3.14 You fail to maintain and operate your Restaurant in a good, clean and sound manner and in strict compliance with our standards for quality, cleanliness and maintenance as set forth in our Manual or otherwise.

17.3.15 If any Guarantor fails to comply with any of the requirements imposed by or pursuant to the Guaranty addressed in Section 23.2 of this Agreement and attached hereto as Exhibit K.

17.3.16 If 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.

17.3.17 If you fail to implement (and, at your expense, take all steps necessary to implement) and thereafter adhere to any new or changed System requirements.

17.3.18 If a final material 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, you do not prosecute such appeal within thirty (30) days (or such shorter period as any law, rule or regulation requires).

17.3.19 If you disclose or divulge any confidential information provided to you by us, or fail to obtain execution of covenants and related agreements required under Section 10.2.4 hereof within thirty (30) days following notice from us;

17.3.20 If you fail to propose a qualified replacement or successor General Manager and/or Assistant General Manager within the time required under Section 6.4 following ten (10) days' prior written notice.

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

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

17.3.23 You fail, refuse, or neglect to obtain our prior written approval or consent as required by this Agreement.

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

17.4 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.

17.5 Your Failure to Pay Constitutes Your Termination of This Agreement. Your failure to timely cure any breach of your obligation to make payments of Royalty Fees, Worldwide Creative Marketing Fees, or any other monies due and owing to us or our affiliates under this Agreement, or to timely cure any other material 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.

17.6 Cross-Defaults, Non-Exclusive Remedies, Etc. Any default or breach by you, your affiliates and/or any Guarantor of yours of the Lease or Sublease for the Accepted Location or any other agreement between us or our affiliates and you and/or such other parties will be deemed a default under this Agreement, and any default or breach of this Agreement by you and/or such other parties will be deemed a default or breach under any and all such other agreements between us or our affiliates and you, your affiliates and/or any Guarantor of yours. If the nature of the default under any other agreement would have permitted us (or our affiliate) to terminate this Agreement if the default had occurred under this Agreement, then we will have the right to terminate all such other agreements in the same manner provided for in this Agreement for termination hereof. Your "affiliates" means any persons or entities controlling, controlled by or under common control with you.

In each of the foregoing cases, we (and any of our affiliates) will have all remedies allowed at law, including termination of your rights (and/or those of any person/company affiliated with you) and our (and/or our affiliates') obligations. No right or remedy which we may have (including termination) is exclusive of any other right or remedy provided under law or equity and we may pursue any rights and/or remedies available.

17.7 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.

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

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

17.10 Our Right to Send Notifications of Termination. Before or on the expiration or termination of this Agreement, we may give notice to third parties that your 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.

ARTICLE 18
FURTHER OBLIGATIONS AND RIGHTS FOLLOWING THE TERMINATION OR EXPIRATION OF THIS AGREEMENT

18.1 Further Obligations and Rights Following the Termination or Expiration of this Agreement. If this Agreement expires or terminates for any reason or is transferred 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:

18.1.1 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.

18.1.2 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 Franchised 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 THE HALAL GUYS franchisee.

18.1.3 Take all necessary action to cancel any assumed name or equivalent registration which contains the Proprietary Mark "THE HALAL GUYS", or any other Proprietary Mark of ours, or any variant, within fifteen (15) 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 "THE HALAL GUYS", or any related name used under this Agreement. You irrevocably appoint us as your attorney-in-fact to do so.

18.1.4 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.

18.1.5 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 17.3), 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 Accepted Location.

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 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.

18.1.6 Immediately deliver to us all training or other manuals furnished to you (including the Manual and Supplements to the Manual), 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.

18.1.7 Immediately execute all agreements necessary to effectuate the termination in a prompt and timely manner.

18.1.8 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 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.

18.1.9 Strictly comply with the post-termination/post-expiration covenants not to compete set forth in Article 10 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).

18.1.10 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.

18.1.11 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 system 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 system.

18.1.12 If you lease your Accepted Location from a third party and we elect not to assume possession of the Accepted 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 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 Accepted Location. If you refuse, neglect or fail to do so, we have the right to enter upon the Location and effect such required changes at your sole risk and expense, and you hereby appoints 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.

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

18.1.14 You shall immediately furnish us with an itemized list of all advertising and sales promotion materials bearing the Proprietary Marks or any of our distinctive markings, designs, labels, or other marks thereon, whether located on your premises or under your control at any other location. We shall have the right to inspect these materials. We shall have the option, exercisable within thirty (30) days after such inspection, to purchase any or all of the materials at your cost, or to require you to destroy and properly dispose of such materials. Materials not purchased by us shall not be utilized by you or any other party for any purpose unless authorized in writing by us.

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

18.2 Assignment of Options by Us. We shall be entitled to assign any and all of our options in this Section 18 to any other party, without your consent.

18.3 Liquidated Damages. If we terminate this Agreement with cause, you must pay us liquidated damages equal to the average value of the Royalty Fees you paid or owed (per month) to us during the twelve (12) months before the termination multiplied by (i) twenty-four (24), being the number of months in two (2) full years, or (ii) the number of months remaining during the term of this Agreement, whichever is lower.

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

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

ARTICLE 19
OUR OPTION UPON TERMINATION OR EXPIRATION

19.1 Option to Purchase Your Franchised Business's Assets, Computers and Computer and Point of Sale Systems.

19.1.1 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. 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:

(a) 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 19.2 below.

(b) 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.

(c) 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).

(d) 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.

19.1.2 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 19 or any of the liabilities for which we would otherwise be indemnified by you pursuant to Article 15 ("Indemnification") of this Agreement, and reduce the consideration payable to you accordingly. You will pay all transfer taxes and recording fees, if any.

19.1.3 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.

19.1.4 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.

19.2 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 (7) days shall each select one (1) appraiser and notify the other party of its designee. The two appraisers you and we select will be instructed to meet within thirty (30) 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 (3) 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 designation and must be actively engaged in appraisal work in the county in which the Accepted 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. 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.

19.3 Timing. If we exercise our option to purchase (or, with respect to your Restaurant's 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 (60) days after either you and we agree on the fair market value of the assets in question (or, with respect to the Accepted Location, the commercially reasonable terms for our lease for such Accepted Location) or, if you and we cannot agree on same, no later than sixty (60) days after the determination of such fair market value/commercially reasonable terms furnished by the appraisers provided for in Section 19.2 of this Agreement.

ARTICLE 20
TECHNOLOGY

20.1 Computer Systems and Software. The following terms and conditions shall apply with respect to your computer system:

20.1.1 We shall have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware to be used by, between, or among Restaurants, including without limitation: (a) back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at Restaurants, between or among Restaurants, and between and among your Restaurant and us and/or you; (b) Point of Sale Systems; (c) physical, electronic, and other security systems; (d) printers and other peripheral devices; (e) archival back-up systems; and (f) internet access mode and speed (collectively, the "**Computer System**"). Before the opening of your Restaurant, you agree to procure and install, at your expense, the Computer System. You agree to obtain and maintain high-speed communications access, such as broadband, DSL or other high-speed capacity that we require for your Computer System. You agree to provide all assistance we require to bring your Computer System online with our computers at the earliest possible time and to maintain these connections as we require. You also agree to maintain at all times a functioning e-mail address for your Franchised Business.

20.1.2 We shall have the right, but not the obligation, to develop or have developed for us, or to designate: (a) computer software programs and accounting system software that you must use in connection with the Computer System ("**Required Software**"), which you shall install; (b) updates, supplements, modifications, or enhancements to the Required Software, which you shall install; (c) the

tangible media upon which you shall record data; and (d) the database file structure of your Computer System.

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

20.1.4 You agree, at your expense, to keep your Computer System in good maintenance and repair. You shall make, from time to time, such upgrades and other changes to the Computer System and Required Software as we may require in writing (collectively, "**Computer Upgrades**"). By way of example, but without limitation, we may change our designated Point of Sale System vendor at any time and in our sole discretion, and if and when we do, you will be required (at your sole cost and expense) to utilize such new vendor. We may also 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 System hardware, software, telephone and power lines and other Computer System facilities as we direct, on the dates and within the times we specify in our Manual or otherwise.

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

20.1.6 Upon termination or expiration of this Agreement, you must return all software, disks, tapes and other magnetic storage media to us in good condition, allowing for normal wear and tear.

20.1.7 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 System and Required Software. You will at all times ensure that the only personnel conducting transactions on Computer System and Required Software will be those who have been trained and qualified in accordance with the requirements of our Manual.

20.2 Data. We may, from time to time, specify in the Manual or otherwise in writing the information that you shall collect and maintain on the Computer System installed at the Restaurant, and you shall provide to us such reports as we may reasonably request from the data so collected and maintained. You agree to input and maintain in your Computer System all data and information which we prescribe in our Manual, in our proprietary software (if any) and its manuals, and otherwise. We will have independent access to the Computer System and we may retrieve from the Computer System all information that we consider necessary, desirable or appropriate. You must accurately, consistently and completely record and provide through the Computer System all information concerning the operation of the Franchised Business that we require, in the form and at the intervals that we require. All data pertaining to the Restaurant, and all data created or collected by you in connection with the System, or in connection with your operation of the Restaurant (including without limitation data pertaining to or otherwise concerning the Restaurant's customers) or otherwise provided by you (including, without limitation, data uploaded to, or downloaded from your Computer System) is and will be owned exclusively by us, and we will have the right to use such data in any manner that we deem appropriate without compensation to you. Copies and/or originals of such data must be provided to us upon our request. We hereby license use of such data back to you for the term of this Agreement, at no additional cost, solely for your use in connection with your Franchised Business.

20.3 Privacy. You shall (i) abide by 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 data protection laws, laws regulating marketing communications and/or electronic communications, information security regulations and security breach notification rules ("**Privacy Laws**"); (ii) comply with all standards, specifications, requirements, criteria, and policies 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; (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; and (v) immediately report to us the theft or loss of Personal Information (other than the Personal Information of your own officers, directors, shareholders, employees or service providers). You must also comply with payment card industry ("**PCI**") standards, norms, requirements and protocols, including PCI Data Security Standards. If there is a conflict between our standards and policies pertaining to Privacy Laws and applicable law, you shall: (a) comply with the requirements of applicable law; (b) immediately give us written notice of said conflict; and (c) promptly and fully cooperate with us and our counsel as we may request to assist us in our determination regarding the most effective way, if any, to meet our standards and policies pertaining to Privacy Laws within the bounds of applicable law.

20.4 Intranet. We may establish a website providing private and secure communications between us, you, franchisees, licensees and other persons and entities as determined by us, in our sole discretion (an "**Intranet**"). You shall comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to connecting to the Intranet, and utilizing the Intranet in connection with the operation of the Restaurant. The Intranet may include, without limitation, the Manual, training other assistance materials, and management reporting solutions (both upstream and downstream, as we may direct). You shall purchase and maintain such computer software and hardware as may be required to connect to and utilize the Intranet. You shall comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to establishing and maintaining telecommunications connections between your Computer System and our Intranet, if any, and/or such other computer systems as we may reasonably require.

20.5 On-line Use of Proprietary Marks. You shall not use the Proprietary Marks or any abbreviation or other name associated with us and/or the System as part of any e-mail address, domain name, and/or other identification of you in any electronic medium. You agree not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without our prior written consent as to your plan for transmitting such advertisements.

20.6 No Outsourcing Without Prior Written Consent. You shall not hire third party or outside vendors to perform any services or obligations in connection with the Computer System, Required Software, or any other of your obligations without our prior written approval therefor, unless we have designated an approved supplier to provide such services. Our consideration of any proposed outsourcing vendor(s) may be conditioned upon, among other things, such third party or outside vendor's entry into a confidentiality agreement with us and you in a form that is reasonably provided by us.

20.7 Changes to Technology. You and we acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the System, including the requirement that you, at your expense purchase, install and utilize at your Franchised Business and Restaurant such hereafter developed modes of computerization, communication, media and/or

interfaces as we, in our sole business judgment, determine to incorporate into the System, and you agree that you shall abide by those reasonable new standards established by us as if this Article 20 were periodically revised by us for that purpose. You shall do so at such time and in such manner as we designate, in our Manual or other written notice. You acknowledge and understand that this Agreement does not place any limitations on either our right to require you to obtain Computer Upgrades or the cost of such Computer Upgrades. In addition to any Computer Upgrades that you may be required to make in connection with the operation of your Restaurant, you acknowledge we may develop new technological advancements aimed at enhancing the System.

20.8 Credit Cards and Other Modes of Payment. In addition to accepting cash payments from customers, you agree to become and remain a merchant for any credit cards and/or debit cards which we may specify in our Manual 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. Further, 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 example only, "smart phone" payment transactions.

20.9 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 Article 15) harmless from any and all claims and liabilities related to same. 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 and any other proof of such compliance that we may reasonably require.

ARTICLE 21
SECURITY INTEREST

21.1 Collateral. You grant to us a security interest ("**Security Interest**") in all of the furniture, fixtures, equipment, signage, and realty (including your interests under all real property and personal property leases) of the Restaurant, together with all similar property now owned or hereafter acquired, additions, substitutions, replacements, proceeds, and products thereof, wherever located, used in connection with the Restaurant. All items in which a security interest is granted are referred to as the "**Collateral**".

21.2 Indebtedness Secured. The Security Interest is to secure payment of the following (the "**Indebtedness**"):

(i) All amounts due under this Agreement or otherwise by you;

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

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

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

Our Security Interest, as described herein, shall be subordinated to any financing related to your operation of the Restaurant, including, but not limited to, a real property mortgage and equipment leases.

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

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

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

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

ARTICLE 22
YOUR ACKNOWLEDGMENTS

22.1 Your Acknowledgments. You acknowledge, warrant and represent to us, with the intention that we will be relying thereon in entering into this Agreement, that:

22.1.1 No representation has been made by us or our affiliates (or any of our or their officers, directors, managers, employees, agents, "franchise sellers" (as such term is defined by law), salespersons, Fransmart, Inc. or any of its representatives) which has been relied upon by you or any of your affiliates as to the future or past revenues, income, expenses, sales volume or potential profitability, earnings or income of the Franchised Business, Restaurant, or any other Business or Restaurant, other than any information we may have provided in our franchise disclosure document, nor have we or any of the foregoing made any representations, statements or promises to you which conflict with, contravene or vary from the contents of our franchise disclosure document. You acknowledge and agree, and covenant never to assert otherwise in any setting, that the foregoing representations (and your other representations in this Agreement) are statements of indisputable fact and thus do not constitute any waiver of any rights or protections which you may enjoy under any franchise or similar law, rule or regulation.

22.1.2 No representation or statement has been made by us (or any of our or their officers, directors, managers, employees, agents, salespersons, Fransmart, Inc. or any of its representatives) which has been relied upon by you regarding our anticipated income, earnings and growth or that of the System, or the viability of the business opportunity being offered under this Agreement.

22.1.3 Before executing this Agreement, you have had the opportunity to contact all of our existing franchisees.

22.1.4 You have been advised and given the opportunity to independently investigate, analyze and construe both the business opportunity being offered under this Agreement, and the terms and provisions of this Agreement, using the services of legal counsel, accountants or other advisers (if you so elect) of your choosing. You have either consulted with these advisors or have deliberately declined to do so.

22.1.5 You have received from us a copy of our Franchise Disclosure Document, together with a copy of all proposed agreements relating to the sale of the franchise at least fourteen (14) calendar days before the execution of this Agreement or 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.

22.1.6 No representation or statement has been made by us or our affiliates (or any of our or their officers, directors, managers, employees, agents, salespersons, Fransmart, Inc. or any of its representatives) which has been relied upon by you regarding your 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.

22.1.7 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.

22.1.8 Attached hereto as Exhibit J is a Franchisee Disclosure Acknowledgment Statement. You shall have received and answered the questions thereon, relating to representations that have or have not been made to you. You have executed the Statement voluntarily and attached it hereto.

22.1.9 You understand and agree that we may manage and change the System and our business in any manner that is not expressly prohibited by this Agreement. Whenever we have the right within this Agreement to take or withhold action or to grant or decline to you the right to take or withhold action, we may make such a decision on the basis of our business judgment of what is in our best interests and those of the System and the franchise network, without regard to whether other reasonable alternative decisions exist or whether our decision adversely affects you. Absent applicable statute, we shall have no liability for such a decision and you agree that our decision will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, you agree that such a covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants to us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your rights and obligations hereunder.

22.1.10 Although we retain the right to establish and periodically modify System standards, which you have agreed to maintain in the operation of the Franchised Restaurant, you retain the right and sole responsibility for the day-to-day management and operation of the Restaurant and the implementation and maintenance of System standards at the Restaurant.

22.1.11 You acknowledge and agree that we may modify the offer of our franchises to other franchisees in any manner and at any time, which offers and agreements have or may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Agreement.

22.1.12 You acknowledge that the success of the business venture contemplated under this Agreement is speculative and depends, to a large extent, upon your ability as an independent businessperson, your active participation in the daily affairs of the business, market conditions, area competition, availability of product, quality of services provided as well as other factors. We do not make any representation or warranty express or implied as to the potential success of the business venture contemplated hereby.

22.1.13 You acknowledge that 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.

ARTICLE 23
LIABILITY OF "FRANCHISEE"; GUARANTY

23.1 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. 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 or the sole franchisee under this Agreement.

23.2 Guaranty. 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 guaranty substantially in the form of Exhibit K to this Agreement (the "**Guaranty**"). 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.

ARTICLE 24
MISCELLANEOUS

24.1 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 or by a recognized overnight delivery service

capable, through "signature capture" or otherwise, of documenting delivery or attempted delivery of the notice, or, as provided below, by electronic mail; 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 Manual 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 Franchisor:

THE HALAL GUYS FRANCHISE INC.
26-44 Borough Place
Flushing, New York 11377
Attention: President
Facsimile: 1-800-342-8133

With a copy to:

Akerman LLP
1251 Avenue of the Americas, 37th Floor
New York, NY 10020
Attention: Dale A. Cohen, Esq.
Facsimile: (212) 259-8552

Any notice to you will be addressed to you at:

_____
_____
_____
_____
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.

24.2 Integration of Agreement. This Agreement, all attachments or 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. Nothing in the preceding sentence, however, is intended to disclaim the representations we made in the franchise disclosure document that we provided to you. You acknowledge that you are entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, as a result of your own independent investigation of the Franchised Business and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors or franchisees which are contrary to the terms set forth in this Agreement or any franchise disclosure document required or permitted to be given to you pursuant to applicable law. 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; that, if they nevertheless do, you have not relied on any such financial performance information given to you by any such individual; and, that if any such individual attempts to or actually does give you any such financial performance information in contravention of this provision, you will immediately communicate such activity to us. 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 prospective sales, expenses and/or profits of franchised or non-Franchised Businesses and Restaurants.

24.3 No Oral Modification. This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties. You expressly acknowledge that no oral promises were made to you (or, if they were, that you are not relying and will not rely on any such oral promise) and that our obligations are confined exclusively to those set forth in this Agreement. You understand and assume the business risks inherent in this enterprise.

24.4 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.

24.5 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.

24.6 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.

24.7 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 guaranty upon which you may rely and by doing so we assume no liability or obligation to you.

24.8 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.

24.9 Unavoidable Delay or Failure to Perform. Any delay in our performance of any duties under this Agreement, or any non-performance of such duties, that is not our fault or within our 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 beyond our control) will not constitute a breach or cause a default under this Agreement, provided, however, that we will take all steps reasonably possible to mitigate damages caused by such failure or delay.

24.10 Continued Obligation to Pay Sums. If a Force Majeure event shall occur, then, in addition to payments required under Section 17.2.5, you shall continue to be obligated to pay to us any and all amounts that you shall have duly become obligated to pay in accordance with the terms of this Agreement prior to the occurrence of any Force Majeure event and the Indemnified Parties shall continue to be indemnified and held harmless by you in accordance with Article 15. Except as provided in Section 17.2.5 and the immediately preceding sentence herein, none of the parties hereto shall be held liable for a failure to comply with any terms and conditions of this Agreement when such failure is caused by an event of Force Majeure. Upon the occurrence of any event of the type referred to herein, the party affected thereby

shall give prompt notice thereof to the other parties, together with a description of the event, the duration for which the party expects its ability to comply with the provisions of the Agreement to be affected thereby and a plan for resuming operation under the Agreement, which the party shall promptly undertake and maintain with due diligence. Such affected party shall be liable for failure to give timely notice only to the extent of damage actually caused.

24.11 Legal Actions, Governing Law and Venue.

24.11.1 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.

24.11.2 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.

24.11.3 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 24.11.3 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.

24.11.4 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 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, 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 24.11.4 shall not be construed as preventing either party from removing an action or proceeding from state to federal 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 Accepted Location, we may bring such an action in any state or federal district court which has jurisdiction.

24.11.5 The parties to this Agreement (as denominated in the preamble hereto) 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.

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 Manual or otherwise, irrevocably confirming the applicability to them of the provisions of this Section 24.11.5, in such manner and by such time we reasonably specify.

24.11.6 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 The Halal Guys 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.

24.11.7 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 (2) years from the occurrence of the acts, errors and/or omissions giving rise to such legal action or proceeding. If not, then you irrevocably covenant and agree that such action or proceeding shall be barred.

24.12 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.

24.13 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.

24.14 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.

24.15 Execution in Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument. Electronic and facsimile signatures will be considered as binding and conclusive as if original.

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

24.17 Construction and Interpretation. 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. 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”.

24.18 Survival of Terms. Any provision of this Agreement which imposes in any fashion, directly or indirectly, an obligation following the termination, expiration or transfer of this Agreement will survive the termination, expiration or transfer 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.

24.19 Severability of Provisions. 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.

24.20 Joint and Several Obligations. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable. 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.

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

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

24.23 No Rights or Remedies Except to the Parties. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than you, us, our officers, directors, members and employees and such of your and our respective successors and assigns as may be contemplated (and, as to you, authorized by Article 14), any rights or remedies under or as a result of this Agreement.

24.24 Effectiveness of Agreement. This Agreement shall not become effective until signed by an authorized officer of ours.

24.25 Modification of the System. You understand and agree that the System must not remain static if it is to meet, without limitation, presently unforeseen changes in technology, competitive circumstances, demographics, populations, consumer trends, societal trends and other marketplace variables, and if it is to best serve the interests of us, you and all other franchisees. Accordingly, you expressly understand and agree that we may from time to time change the components of the System

including, but not limited to, altering the products, programs, services, methods, standards, forms, policies and procedures of that System; abandoning the System altogether in favor of another system in connection with a merger, acquisition, other business combination or for other reasons; adding to, deleting from or modifying those products, programs and services which your Franchised Business is authorized and required to offer; modifying or substituting entirely the building, premises, equipment, signage, trade dress, décor, color schemes and uniform specifications and all other unit construction, design, appearance and operation attributes which you are required to observe hereunder; and changing, improving, modifying, or substituting other words or designs for, the Proprietary Marks. You expressly agree to comply with any such modifications, changes, additions, deletions, substitutions and alterations; provided, however, that such changes shall not materially and unreasonably increase your obligations hereunder.

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

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 Franchised Business, based on the timing of the grant of the franchise, the peculiarities of the particular territory 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.

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

24.26 Operation in the Event of Absence or Incapacity. In order to prevent any interruption of the Franchised Business operations which would cause harm to the Franchised Business, thereby depreciating the value thereof, you authorize us, at our option, in the event that you are absent for any reason or are incapacitated by reason of illness and are unable, in our sole and reasonable judgment, to manage and operate the Franchised Business, to manage and operate the Franchised Business for so long as we deem necessary and practical, without waiver of any other rights or remedies we may have under this Agreement. All monies from the operation of the Franchised Business during such period of operation by us shall be kept in a separate account, and the expenses of the Franchised Business, including reasonable compensation and expenses for our representative, shall be charged to said account. If, as herein provided, we temporarily operate the Franchised Business franchised herein for you, you agree to indemnify and hold harmless us and any representative of ours who may act hereunder, from any and all acts which we may perform, as regards the interests of you or third parties. We will charge a Management Fee, in the amount of ten (10%) of Gross Sales, if we manage and operate your Restaurant. In addition, you must reimburse our expenses.

24.27 Step-In Rights. If we determine in our sole judgment that the operation of your business is in jeopardy, or if a default occurs, then in order to prevent an interruption of the Franchised Business which would cause harm to the System and thereby lessen its value, you authorize us to manage and operate your business for as long as we deem necessary and practical, and without waiver of any other rights or remedies which we may have under this Agreement. In our sole judgment, we may deem you incapable of operating the Franchised Business if, without limitation, you are absent or incapacitated by reason of illness or death; you have failed to pay when due or have failed to remove any and all liens or encumbrances of

every kind placed upon or against your business; or we determine that operational problems require that we operate your business for a period of time that we determine, in our sole discretion, to be necessary to maintain the operation of the business as a going concern. We will charge a Management Fee, in the amount of ten (10%) of Gross Sales, if we manage and operate your Restaurant. In addition, you must reimburse our expenses. We shall keep in a separate account all monies generated by the operation of your business, less the expenses of the business. In the event of our exercise of the Step-In Rights, you agree to hold harmless us and our representatives for all actions occurring during the course of such temporary operation. You agree to pay all of our reasonable attorneys' fees and costs incurred as a consequence of our exercise of the Step-In Rights. Nothing contained herein shall prevent us from exercising any other right which we may have under this Agreement, including, without limitation, termination.

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

ARTICLE 25
SUBMISSION OF AGREEMENT

Our tendering this Agreement to you 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 ACKNOWLEDGE THAT NO REPRESENTATIONS OR PROMISES WERE MADE TO YOU OTHER THAN THOSE SET FORTH IN OUR FRANCHISE DISCLOSURE DOCUMENT OR IN THIS AGREEMENT, AND THAT IF ANY OTHER REPRESENTATIONS OR PROMISES WERE MADE TO YOU, YOU HAVE NOT RELIED AND ARE NOT RELYING ON THEM.

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

[Signature page follows]

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

Date of signature: _____

FRANCHISEE:

Attest:

_____
(Name of Corporation or Other Entity)

_____
Witness/Date

By: _____

Its: _____
(Title)

_____
(Print Name)

FRANCHISOR:
THE HALAL GUYS FRANCHISE INC.
a New Jersey corporation

ATTEST:

_____
Witness

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer
Date of signature: _____
(the "Effective Date")

EXHIBIT A TO THE FRANCHISE AGREEMENT
ACCEPTED LOCATION AND DESIGNATED TERRITORY

1. ACCEPTED LOCATION

Pursuant to Section 1.2 of the Franchise Agreement, the Restaurant shall be located at the following Accepted Location:

_____
_____*(If no location is indicated here, the parties shall sign a revised Exhibit A when the location has been approved by the Franchisor in accordance with Section 2.2 of the Franchise Agreement.)*

2. DESIGNATED TERRITORY:

Pursuant to Section 1.5 of the Franchise Agreement, the Designated Territory shall be a radius of _____around the Restaurant.

APPROVED:

FRANCHISEE:	FRANCHISOR:
_____	THE HALAL GUYS FRANCHISE INC.
By:_____	By: _____
Name:_____	Name: Ahmed Abouelenein
Title:_____	Title: Chief Executive Officer

EXHIBIT B TO THE FRANCHISE AGREEMENT
COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned ("Assignor") assigns, transfers and sets THE HALAL GUYS FRANCHISE INC., a New Jersey corporation ("Assignee"), all of Assignor's right and title to and interest in that certain "Lease," a copy of which is attached hereto, respecting premises commonly known as _____. This assignment is for collateral purposes only and except as specified in this document Assignee will have no liability or obligation of any kind whatsoever arising from or in connection with this assignment or the Lease unless and until Assignee takes possession of the premises the Lease demises according to the terms of this document and assumes Assignor's obligations under the Lease.

Assignor represents and warrants to Assignee that it has full power and authority to assign the Lease and that Assignor has not previously assigned or transferred and is not otherwise obligated to assign or transfer any of its interest in the Lease or the premises it demises.

Upon Assignor's default under the Lease or under the "Franchise Agreement" for a The Halal Guys Restaurant between Assignee and Assignor or in the event Assignor defaults under any document or instrument securing the Franchise Agreement Assignee has the right to take possession of the premises the Lease demises and expel Assignor from the premises. In that event Assignor will have no further right and title to or interest in the Lease but will remain liable to Assignee for any past due rental payments or other charges Assignee is required to pay Lessor to effectuate the assignment this document contemplates.

Assignor agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without Assignee's prior written consent. Throughout the term of the Franchise Agreement Assignor agrees that it will elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days before the last day upon which the option must be exercised unless Assignee agrees otherwise in writing. Upon Assignee's failure to agree otherwise in writing and upon Assignor's failure to elect to extend or renew the Lease as required Assignor appoints Assignee as its true and lawful attorney-in-fact with the authority to exercise the extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting the extension or renewal.

ASSIGNEE:	ASSIGNOR:
THE HALAL GUYS FRANCHISE INC.	_____
By:_____	By:_____
Name: Ahmed Abouelenein	Name:_____
Title: Chief Executive Officer	Title:_____
Date:_____	Date:_____

CONSENT TO COLLATERAL ASSIGNMENT AND AGREEMENT OF LESSOR

_____ ("Lessor") has entered into a lease (the "Lease") with _____ ("Franchisee"), for the premises located at _____ (the "Premises"). Lessor understands that Franchisee is operating an independently owned and operated franchised The Halal Guys Restaurant business pursuant to a Franchise Agreement with The Halal Guys Franchise Inc. ("Franchisor"), and that, as a condition of Franchisee obtaining those rights, Franchisee agreed to include the following provisions in the Lease. Therefore, Lessor hereby agrees to the following:

(a) Lessor shall notify Franchisor in writing of and upon Franchisee's failure to cure any default by Franchisee under the Lease. Notice to Franchisor shall be sent to 26-44 Borough Place, Flushing, New York 11377, ATTN: Margaret Carrera (which address may change upon certified letter to Lessor). Franchisor will have the right, but not the obligation, to cure any such default by Franchisee under the Lease within thirty (30) days after Lessor's delivery of notice of the default.

(b) Lessor shall notify Franchisor at least ten (10) business days prior to any amendment or modification of the Lease is entered into by Lessor and Franchisee.

(c) Lessor consents to the Collateral Assignment and agrees that if Franchisor takes possession of the premises and confirms to Lessor that it has assumed the Lease as tenant (which Franchisor is under no obligation to do), Lessor will recognize Franchisor as tenant under the Lease, provided that Franchisor cures within the thirty (30) day period noted in section (b) above Franchisee's defaults under the Lease; and

(d) Franchisor may further assign the Lease to or enter into a sublease with another franchisee, licensee, joint venture partner or other designee of Franchisor as a substitute tenant who agrees to assume the tenant's obligations under the Lease and is reasonably acceptable to Lessor and that upon that assignment Franchisor will have no further liability or obligation under the Lease as assignee, tenant or otherwise, other than to certify that the additional assignee or sublessee operates the premises the Lease demises as a Restaurant.

(e) Following the termination or expiration of the Lease or Franchisee's Franchise Agreement with Franchisor, as the case may be, Franchisor shall have the right to enter the Premises for purpose of inspecting the Premises to assure Franchisee's compliance with its de-identification obligations (i.e., removing signage bearing the Franchisor's trademarks, logos, and other indicia of the franchise system) and, if not sufficiently de-identified, to complete such tasks on Franchisee's behalf. Franchisor complete such tasks as a representative of Franchisee and Lessor shall look only to Franchisee for liability or indemnification in connection with same.

(f) It is understood that Franchisor shall entitled to the benefits of the terms of herein, but is not a party to, obligated under or entitled to the benefits of any other part of the Lease, except as may be expressly set forth therein.

Dated:_____

_____

_____, Lessor

EXHIBIT C TO THE FRANCHISE AGREEMENT
OWNERSHIP OF FRANCHISEE

1. **Business Entity.** Franchisee was incorporated or formed on _____, 20__, under the laws of the State of _____. Franchisee has not conducted business under any name other than your corporate, limited liability company or partnership name and _____. The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) and their positions are listed below:

Name of Person	**Position(s) Held**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. **Ownership**. The following is a list of all shareholders, partners, owners or other investors in Franchisee, including all investors who own or hold a direct or indirect interest in Franchisee, and a description of the nature of their interest:

Name	Percentage of Ownership/Nature of Interest
_____	_____% / _____
_____	_____%/ _____
_____	_____%/ _____
_____	_____%/ _____

This Principal Owners Statement is current and complete as of _____, 20__

OWNER

INDIVIDUALS:

_____
[Signature]

_____
[Print Name]

_____

[Signature]

_____

[Print Name]

CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP:

_____

[Name]

By: _____

Title: _____

EXHIBIT D TO THE FRANCHISE AGREEMENT

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

NAME: _____

FRANCHISEE: _____

HOME ADDRESS: _____

_____

HOME TELEPHONE: _____

CLASSIFICATION: _____

(Relationship to Franchisee - - Owner, Shareholder, Officer, Director, Attorney, Employee, Etc.)

_____ ("Franchisee") is a franchisee of THE HALAL GUYS FRANCHISE INC. ("Franchisor") pursuant to a Franchise Agreement entered into by Franchisee and Franchisor dated _____ (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 Franchisor's system for establishing and operating The Halal Guys restaurants (the "System"); Franchisor's Confidential Operating Manual (as same may be amended from time to time, the "Manual"); 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 the 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 one (1) year 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.

For a period of two (2) 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 Designated Territory (as defined in the Franchise Agreement), within twenty miles of the boundaries of Franchisee's Designated Territory, or within twenty miles of any THE HALAL GUYS business (whether Franchisor-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 five percent (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) 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 County, 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 County, 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:

_____
Witness/Date

_____
(Print Name)

_____
(Signature)

_____
(Date)

EXHIBIT E TO THE FRANCHISE AGREEMENT
ELECTRONIC TRANSFER AUTHORIZATION

AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO THE HALAL GUYS FRANCHISE INC. ("COMPANY")

Depositor hereby authorizes and requests _____ (the "Depository") to initiate debit and credit entries to Depositor's ☐ checking or ☐ savings account (select one) indicated below drawn by and payable to the order of THE HALAL GUYS FRANCHISE INC. by Electronic Funds Transfer, provided there are sufficient funds in said account to pay the amount upon presentation.

Depositor agrees that the Depository's rights with respect to each such charge shall be the same as if it were a check drawn by the Depository and signed by Depositor. Depositor further agrees that if any such charge is dishonored, whether with or without cause and whether intentionally or inadvertently, the Depository shall be under no liability whatsoever.

Depository Name:_____

City:_____ State:_____ Zip Code:_____

Transit/ABA Number:_____ Account Number:_____

This authority is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner to afford Company and Depository a responsible opportunity to act on such request.

Depositor: (Please Print)

_____

_____

_____
Date Signed

_____

_____
Signature(s) of Depositor, as Printed Above

Please attach a voided blank check, for purposes of setting up Bank and Transit Numbers.

EXHIBIT F TO THE FRANCHISE AGREEMENT

INTERNET WEB SITES AND LISTINGS AGREEMENT;
TELEPHONE LISTING AGREEMENT

INTERNET WEB SITES AND LISTINGS AGREEMENT

THIS INTERNET WEB SITES AND LISTINGS AGREEMENT (the "Internet Listing Agreement") is made and entered into as of _____ (the "Effective Date") between THE HALAL GUYS FRANCHISE INC., a New Jersey corporation (the "Franchisor"), and _____, a _____ limited liability company/corporation/individual (the "Franchisee").

W I T N E S S E T H:

WHEREAS, Franchisee desires to enter into a Franchise Agreement with Franchisor for a "The Halal Guys" Restaurant (the "Franchise Agreement"); and

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Internet Listing Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

All terms used but not otherwise defined in this Internet Listing Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. TRANSFER; APPOINTMENT

2.1 Interest in Internet Web Sites and Listings. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of the Franchise Agreement, certain right, title, and interest in and to certain domain names, hypertext markup language, uniform resource locator addresses, and access to corresponding Internet web sites, and the right to hyperlink to certain web sites and listings on various Internet search engines (collectively, the "Internet Web Sites and Listings") related to the Restaurant or the Proprietary Marks (all of which right, title, and interest is referred to herein as "Franchisee's Interest").

2.2 Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately direct all Internet Service Providers, domain name registries, Internet search engines, and other listing agencies (collectively, the "Internet Companies") with which Franchisee has Internet Web Sites and Listings: (i) to transfer all of Franchisee's Interest in such Internet Web Sites and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Internet Web Sites and Listings, Franchisee will immediately direct the Internet Companies to terminate such Internet Web Sites and Listings or will take such other actions with respect to the Internet Web Sites and Listings as Franchisor directs.

2.3 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Internet Listing Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful

attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Internet Listing Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Internet Listing Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.3.1 Direct the Internet Companies to transfer all Franchisee's Interest in and to the Internet Web Sites and Listings to Franchisor;

2.3.2 Direct the Internet Companies to terminate any or all of the Internet Web Sites and Listings; and

2.3.3 Execute the Internet Companies' standard assignment forms or other documents in order to affect such transfer or termination of Franchisee's Interest.

2.4 Certification of Termination. Franchisee hereby directs the Internet Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.5 Cessation of Obligations. After the Internet Companies have duly transferred all Franchisee's Interest in such Internet Web Sites and Listings to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations under, such Internet Web Sites and Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Internet Companies for the sums Franchisee is obligated to pay such Internet Companies for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interest, or for any other obligations not subject to the Franchise Agreement or this Internet Listing Agreement.

3. MISCELLANEOUS

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Internet Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertable in, or in any way related to this Internet Listing Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, demands, or obligations that are related to or are based on this Internet Listing Agreement.

3.3 No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers.

Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Internet Web Sites and Listings.

3.4 Further Assurances. Franchisee agrees that at any time after the date of this Internet Listing Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Internet Listing Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Internet Listing Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Internet Listing Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Internet Listing Agreement, all provisions of the Franchise Agreement and attachments, exhibits and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Internet Listing Agreement shall survive the Termination of the Franchise Agreement.

3.8 Joint and Several Obligations. All Franchisee's obligations under this Internet Listing Agreement shall be joint and several.

3.9 Governing Law. This Internet Listing Agreement shall be governed by and construed under the laws of the State of New York, without regard to the application of New York conflict of law rules.

IN WITNESS WHEREOF, the undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

ATTEST

THE HALAL GUYS FRANCHISE INC.

_____
Witness

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

FRANCHISEE:

_____
Witness

By: _____
Name: _____
Title: _____

TELEPHONE LISTING AGREEMENT

THIS TELEPHONE LISTING AGREEMENT (the "Telephone Listing Agreement") is made and entered into as of _____ (the "Effective Date"), by and between THE HALAL GUYS FRANCHISE INC., a New Jersey corporation (the "Franchisor"), and _____, a _____ limited liability company/corporation/individual (the "Franchisee").

W I T N E S S E T H:

WHEREAS, Franchisee desires to enter into a Franchise Agreement with Franchisor for the operation of a "The Halal Guys" Restaurant (the "Franchise Agreement"); and

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Telephone Listing Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

All terms used but not otherwise defined in this Telephone Listing Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. TRANSFER; APPOINTMENT

2.1 Interest in Telephone Numbers and Listings. Franchisee has, or will acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, yellow-page, and other telephone directory listings (collectively, the "Telephone Numbers and Listings") related to the Restaurant or the Proprietary Marks (all of which right, title, and interest is referred to herein as "Franchisee's Interest").

2.2 Transfer. On Termination of the Franchise Agreement, if Franchisor directs Franchisee to do so, Franchisee will immediately direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "Telephone Companies") with which Franchisee has Telephone Numbers and Listings: (i) to transfer all Franchisee's Interest in such Telephone Numbers and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Numbers and Listings, Franchisee will immediately direct the Telephone Companies to terminate such Telephone Numbers and Listings or will take such other actions with respect to the Telephone Numbers and Listings as Franchisor directs.

2.3 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Telephone Listing Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, on Termination of the

Franchise Agreement, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Telephone Listing Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including, without limitation, this Telephone Listing Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.3.1 Direct the Telephone Companies to transfer all Franchisee's Interest in and to the Telephone Numbers and Listings to Franchisor;

2.3.2 Direct the Telephone Companies to terminate any or all of the Telephone Numbers and Listings; and

2.3.3 Execute the Telephone Companies' standard assignment forms or other documents in order to affect such transfer or termination of Franchisee's Interest.

2.4 Certification of Termination. Franchisee hereby directs the Telephone Companies that they shall accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor that the Franchise Agreement has terminated.

2.5 Cessation of Obligations. After the Telephone Companies have duly transferred all Franchisee's Interest in such Telephone Numbers and Listings to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further Interest in, or obligations under, such Telephone Numbers and Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Telephone Companies for the sums Franchisee is obligated to pay such Telephone Companies for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interest, or for any other obligations not subject to the Franchise Agreement or this Telephone Listing Agreement.

3. MISCELLANEOUS

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Telephone Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertable in, or in any way related to this Telephone Listing Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to Franchisee's performance, Franchisee's nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and the directors, officers, shareholders, partners, members, employees, agents, and attorneys of Franchisor and its affiliates, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, demands, or obligations that are related to or are based on this Telephone Listing Agreement.

3.3 No Duty. The powers conferred on Franchisor under this Telephone Listing Agreement are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any

such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Telephone Numbers and Listings.

3.4 Further Assurances. Franchisee agrees that at any time after the date hereof, it will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Telephone Listing Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Telephone Listing Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Telephone Listing Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Telephone Listing Agreement, all provisions of the Franchise Agreement and all attachments, exhibits and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Telephone Listing Agreement shall survive the Termination of the Franchise Agreement.

3.8 Joint and Several Obligations. All Franchisee's obligations under this Telephone Listing Agreement shall be joint and several.

3.9 Governing Law. This Telephone Listing Agreement shall be governed by and construed under the laws of the State of New York without regard to the application of New York conflict of law rules.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Telephone Listing Agreement as of the Effective Date.

ATTEST

_____
Witness

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

FRANCHISEE:

_____
Witness

By: _____
Name: _____
Title: _____

EXHIBIT G TO THE FRANCHISE AGREEMENT
POWER OF ATTORNEY (TAX)

IRREVOCABLE POWER OF ATTORNEY

STATE OF _____)
)
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS

That _____, a _____ [state of domicile] [limited liability company / corporation / individual] ("Franchisee"), does hereby irrevocably constitute and appoint THE HALAL GUYS FRANCHISE INC., a New Jersey corporation ("Franchisor"), true and lawful attorney-in-fact and agent for Franchisee and in Franchisee's name, place and stead to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record and file all such agreements, certificates, instruments and documents as, in the sole discretion of Franchisor, shall be necessary or advisable for the sole purpose of obtaining any and all returns, records, reports and other documentation relating to the payment of taxes filed by Franchisee with any state and/or federal taxing authority, including, but not limited to, the State Comptroller of the State of _____, hereby granting unto Franchisor full power and authority to do and perform any and all acts and things which, in the sole discretion of Franchisor, are necessary or advisable to be done as fully to all intents and purposes as Franchisee might or could itself do, hereby ratifying and confirming all that Franchisor may lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted.

During the term of this Power of Attorney, and regardless of whether Franchisee has designated any other person to act as its attorney-in-fact and agent, no governmental agency, person, firm or corporation dealing with Franchisor, if acting in good faith, shall be required to ascertain the authority of Franchisor, nor to see to the performance of the agency, nor be responsible in any way for the proper application of documents delivered or funds or property paid or delivered to Franchisor. Any governmental agency, person, firm or corporation dealing with Franchisor shall be fully protected in acting and relying on a certificate of Franchisor that this Power of Attorney on the date of such certificate has not been revoked and is in full force and effect, and Franchisee shall not take any action against any person, firm, corporation or agency acting in reliance on such a certificate or a copy of this Power of Attorney. Any instrument or document executed on behalf of Franchisee by Franchisor shall be deemed to include such a certificate on the part of Franchisor, whether or not expressed. This paragraph shall survive any termination of this Power of Attorney.

This Power of Attorney shall terminate two (2) years following the expiration or termination of that certain Franchise Agreement dated as of _____ by and between Franchisor and Franchisee. Such termination, however, shall not affect the validity of any act or deed that Franchisor may have effected prior to such date pursuant to the powers herein granted.

This instrument is to be construed and interpreted as an irrevocable power of attorney coupled with an interest. It is executed and delivered in the State of _____ and the laws of the State of _____ shall govern all questions as to the validity of this Power of Attorney and the construction of its provisions.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney on _____.

_____
a _____limited liability company/corporation/individual

_____
Witness

By:_____
Name:_____
Title:_____

STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of _____, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

(SEAL)

_____
Notary Public in and for
The State of _____

My commission expires:

_____

EXHIBIT H TO THE FRANCHISE AGREEMENT

MULTI-STATE ADDENDUM

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

California franchisee should not complete Questions 9-15 of the Questionnaire annexed to the Franchise Agreement as Exhibit J, and if they do, Franchisor will destroy and disregard it.

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship that serve to disclaim the franchisor's representations shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

Section 4.01 of the Franchisee Agreement shall be amended to add the following language:

"Notwithstanding the foregoing, payment of the Initial Franchise Fee shall be deferred until we have satisfied our pre-opening obligations and you have commenced operation of your The Halal Guys Restaurant."

Dated:_____

FRANCHISEE:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

HAWAII ADDENDUM TO FRANCHISE AGREEMENT

Section 4.01 of the Franchisee Agreement shall be amended to add the following language:

"Notwithstanding the foregoing, payment of the Initial Franchise Fee shall be deferred until we have satisfied our pre-opening obligations and you have commenced operation of your The Halal Guys Restaurant."

Dated:_____

FRANCHISEE:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

1. 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.

2. Illinois law will govern all Illinois Franchise Agreements.

3. Franchisees' rights upon termination and non-renewal are set forth in Section 19 and 20 of the Illinois Franchise Disclosure Act.

4. Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void".

5. Section 4.01 of the Franchisee Agreement shall be amended to add the following language:

   "Notwithstanding the foregoing, payment of the Initial Franchise Fee shall be deferred until we have satisfied our pre-opening obligations and you have commenced operation of your The Halal Guys Restaurant."

6. Section 22.1 ("Your Acknowledgments") is deleted from all Illinois Franchise Agreements.

7. Pursuant to Section 200.508 of the Illinois Administrative Rules promulgated under Section 15 of the Illinois Franchise Disclosure Act, payment of the Initial Franchise Fee and all other fees owed to Franchisor or its affiliates, by the Franchisee, are deferred until such time as all initial obligations owed to the Franchisee under the Franchise Agreement or other agreements have been fulfilled by Franchisor and the Franchisee has commenced doing business pursuant to the Franchise Agreement. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

[Signature page follows.]

Dated:_____

FRANCHISEE:

If an entity:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By:_____
Its: Chief Executive Officer
(Title)
Ahmed Abouelenein
(Print Name)

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 24.10.3 of the Franchise Agreement.

2. Venue for litigation will not be limited to New York, as specified in Section 24.10.4 of the Franchise Agreement.

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 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 10.3 of the Franchise Agreement ("Failure to Comply") will not apply to franchises offered and sold in the State of Indiana.

6. Section 24.6 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 10.2 of the Franchise Agreement 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 24.11 of the Franchise Agreement ("Injunction") will not apply to franchises offered and sold in the State of Indiana.

9. Section 24.10.5 is deleted from the Franchise Agreement.

10. Notwithstanding the terms of Article 15 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.

[Signature page follows.]

Dated:_____

FRANCHISEE:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or Franchise Agreement, the following provisions shall supersede and apply to all franchises offered and sold under the laws of the State of Maryland.

1. No release language set forth in Section 3.2.1(g) of the Franchise Agreement (concerning requirements for renewal) or Section 14.4.1(n) of the Franchise Agreement (concerning requirements for transfer) shall relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Maryland. Sections 3.2.1(g) and 14.4.1(n) of the Franchise Agreement are each hereby amended to add the following language:

   "The release requirement of this Section is not intended to nor shall it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. The release required under this Section will not apply to claims arising 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 (3) years after the grant of the Franchise.

3. Section 4.01 of the Franchisee Agreement shall be amended to add the following language:

   “Notwithstanding the foregoing, payment of the Initial Franchise Fee shall be deferred until we have satisfied our pre-opening obligations and you have commenced operation of your The Halal Guys Restaurant.”

4. Section 24.10.4 of the Franchise Agreement requires venue to be limited to the state, county and judicial district in which the Franchisor’s principal place of business is then located. This provision is hereby deleted from all Franchise Agreements for residents of the State of Maryland and/or franchises to be operated in the State of Maryland.

5. Section 22.1 ("Your Acknowledgments") is hereby deleted from all Franchise Agreements for residents of the State of Maryland and/or franchises to be operated in the State of Maryland.

6. The following sentence is added at the end of the last paragraph of Section 1.6 of the Franchise Agreement (“Our Reserved Rights”): “The waiver, release and other provisions of this paragraph are not intended to act, nor will they act, as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.”

7. The following language is added to the last sentence of Section 24.2 of the Franchise Agreement (“Integration of Agreement”): “provided, however, that the foregoing 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. The following sentence is added at the end of Section 24.3 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.”

[Signature page follows.]

Dated:_____

FRANCHISEE:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

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 24.10.4 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 franchise 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 10.3 of the Franchise Agreement ("Failure to Comply") 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 24.11 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. Section 18.3 of the Franchise Agreement (Liquidated Damages) is deleted in its entirety.

[Signature page follows.]

Dated:_____

FRANCHISEE:

If an entity:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or Franchise Agreement, the following provisions shall supersede and apply to all franchises offered and sold under the laws of the State of New York:

1. The second paragraph of Section 5.2 of the Franchise Agreement is hereby amended by adding the following language after the second sentence:

   "The Operations Manual and any additions, deletions, revisions or Supplements to the Operations Manual 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 3.2.1(g) and 14.4.1(n) of the Franchise Agreement are each hereby 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 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."

3. Section 4.01 of the Franchisee Agreement shall be amended to add the following language:

   “Notwithstanding the foregoing, payment of the Initial Franchise Fee shall be deferred until we have satisfied our pre-opening obligations and you have commenced operation of your The Halal Guys Restaurant.”

4. The second sentence of Section 10.3 of the Franchise Agreement is hereby 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.”

5. The third and fourth sentences of Section 24.11 of the Franchise Agreement 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 Halal Guys 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.”

[Signature page follows.]

Dated:_____

FRANCHISEE:

If an entity:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

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 28.10.3 of the Franchise Agreement.

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. Covenants restricting competition in the State of North Dakota may be subject to Section 9-08-06 of the North Dakota Century Code.

5. Section 4.01 of the Franchisee Agreement shall be amended to add the following language:

   "Notwithstanding the foregoing, payment of the Initial Franchise Fee shall be deferred until we have satisfied our pre-opening obligations and you have commenced operation of your The Halal Guys Restaurant."

6. Section 24.10.4 of the Franchise Agreement ("Venue") is deleted from all Franchise Agreements used in the State of North Dakota.

7. The following phrase is deleted from Section 17.04 of all Franchise Agreements used in the State of North Dakota: ", and will entitle us to receive the liquidated damages provided by Section 18.3 (as with any termination of this Agreement by us because of your default or your termination of this Agreement for any other reason)"

8. Section 18.3 is deleted from all Franchise Agreements used in the State of North Dakota,

9. Section 24.10.5 is deleted from all Franchise Agreements used in the State of North Dakota,

10. Section 24.10.1 is deleted from all Franchise Agreements used in the State of North Dakota and the following language is substituted therefor:

    "The prevailing party will be entitled to recover from the losing party reasonable attorneys' fees, experts' fees, court costs and all other expenses of litigation, if the prevailing party prevails in any action instituted against the losing party to secure or protect its rights under this Agreement, or to enforce the terms of this Agreement, or in any action commenced or joined in by the losing party against the prevailing party."

11. Notwithstanding anything to the contrary in the Franchise Agreement, if you are a resident of the State of North Dakota and/or purchasing a franchise for a The Halal Guys Restaurant located in

the State of North Dakota, then you need not pay the Initial Franchise Fee or any of the other initial fees or payments to us until your The Halal Guys Restaurant commences doing business, by which time we will have fulfilled our initial obligations to you under the Franchise Agreement and related agreements.

Dated:_____

FRANCHISEE:

If an entity:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall 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. §19-28.1.-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

3. Section 4.01 of the Franchisee Agreement shall be amended to add the following language:

   "Notwithstanding the foregoing, payment of the Initial Franchise Fee shall be deferred until we have satisfied our pre-opening obligations and you have commenced operation of your The Halal Guys Restaurant."

Dated:_____

FRANCHISEE:

If an entity:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

SOUTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provision shall supersede and apply:

1. Section 4.01 of the Franchisee Agreement shall be amended to add the following language:

   "Notwithstanding the foregoing, payment of the Initial Franchise Fee shall be deferred until we have satisfied our pre-opening obligations and you have commenced operation of your The Halal Guys Restaurant."

Dated:_____

FRANCHISEE:

If an entity:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provision shall supersede and apply:

1. Section 4.01 of the Franchisee Agreement shall be amended to add the following language:

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

Dated:_____

FRANCHISEE:

If an entity:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT, DISCLOSURE ACKNOWLEDGEMENT STATEMENT, AND RELATED AGREEMENTS

Notwithstanding anything to the contrary set forth in the Franchise Agreement, Disclosure Acknowledgement Statement and Related Agreements, the following provisions will supersede and apply:

1. 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. 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.

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

3. RCW 19.100.180 which may supersede the Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise.

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

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

6. Section 4.01 of the Franchisee Agreement shall be amended to add the following language:

   " 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."

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

8. 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.

Dated:_____

FRANCHISEE:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

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 90 days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and 60 days to remedy claimed deficiencies, will supersede the requirements of Article 17 of the Franchise Agreement to the extent they may be inconsistent with the Act's requirements.

Dated:_____

FRANCHISEE:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

EXHIBIT I TO THE FRANCHISE AGREEMENT

GENERAL RELEASE FORMS: RENEWAL, TRANSFER

GENERAL RELEASE (IN CONNECTION WITH A RENEWAL)

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 THE HALAL GUYS FRANCHISE INC. of a Renewal Agreement renewing the franchise between RELEASOR and THE HALAL GUYS FRANCHISE INC. (the "Franchise Agreement"), and other good and valuable consideration, hereby releases and discharges THE HALAL GUYS FRANCHISE INC. 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 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 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR (if an individual) *has executed this RELEASE*, and (if a corporation) has *caused this RELEASE to be executed by a duly authorized officer and its corporate seal to be hereunto affixed on* _____, 20_____.

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 corporation described in the foregoing RELEASE, and which executed said RELEASE, that deponent knows the seal of the corporation, that the seal affixed to the RELEASE is the corporate seal, that it was affixed by order of the board of directors of the corporation; and that deponent signed deponent's name by like order.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

_____

My Commission expires: _____

(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)

GENERAL RELEASE (IN CONNECTION WITH A TRANSFER)

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 consent of THE HALAL GUYS FRANCHISE INC. to the Assignment of the Franchise Agreement between RELEASOR and THE HALAL GUYS FRANCHISE INC. (the "Franchise Agreement") to _____, and other good and valuable consideration, hereby releases and discharges THE HALAL GUYS FRANCHISE INC. 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 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 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR (if an individual) *has executed this RELEASE*, and (if a corporation) has *caused this RELEASE to be executed by a duly authorized officer and its corporate seal to be hereunto affixed on* _____, _____.

RELEASOR

[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 corporation described in the foregoing RELEASE, and which executed said RELEASE, that deponent knows the seal of the corporation, that the seal affixed to the RELEASE is the corporate seal, that it was affixed by order of the board of directors of the corporation; and that deponent signed deponent's name by like order.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

_____

My Commission expires: _____

(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 J TO THE FRANCHISE AGREEMENT

FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

As you know, THE HALAL GUYS FRANCHISE INC. (the "Franchisor") and you are preparing to enter into a franchise agreement (the "Franchise Agreement") for the establishment and operation of a The Halal Guys Restaurant (the "Franchised Business"). The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor, or by employees or authorized representatives of Fransmart, Inc. ("Fransmart") that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor. If you are a California franchisee, please do not answer Questions 9-15; if you do, Franchisor will destroy and disregard it.

In the event that you are intending to purchase an existing Franchised Restaurant from an existing franchisee, you may have received information from the transferring franchisee, who is not an employee or representative of ours. The questions below do not apply to any communications that you had with the transferring franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes/No _____

2. I had my first face-to-face meeting with a Franchisor representative on _____.

3. Have you received and personally reviewed the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes/No _____

4. Do you understand all of the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes/No _____

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

_____
_____
_____
_____
_____
_____

5. Have you received and personally reviewed the Franchisor's Disclosure Document that was provided to you?

Yes/No _____

6. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes/No _____

7. Do you understand all of the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes/No _____

If No, what parts of the Disclosure Document and/or Addendum do you not understand? (Attach additional pages, if necessary.)

_____
_____
_____
_____
_____
_____

8. Have you discussed the benefits and risks of establishing and operating a Franchised Business with an attorney, accountant, or other professional advisor?

Yes/No _____

If No, do you wish to have more time to do so?

Yes/No _____

9. Do you understand that the success or failure of your Franchised Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes/No _____

10. Has any employee of Fransmart or other person speaking on behalf of the Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular Franchised Business operated by the Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?

Yes/No _____

11. Has any employee of Fransmart or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to or different from the information contained in the Disclosure Document?

Yes/No _____

12. Has any employee of Fransmart or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchised Business will generate, that is contrary to or different from the information contained in the Disclosure Document?

Yes/No _____

13. Has any employee of Fransmart or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the Franchised Business that is contrary to or different from the information contained in the Disclosure Document?

Yes/No _____

14. Has any employee of Fransmart or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes/No _____

15. Has any employee of Fransmart or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or franchise agreement?

Yes/No _____

16. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise prior to today?

Yes/No _____

17. Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Yes/No _____

18. Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? _____

_____

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered Yes to question 9, and No to each of questions 10-17, please leave the following lines blank.

_____

_____

_____

_____

I signed the Franchise Agreement and Addendum (if any) on _____, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. In addition, by signing this Questionnaire, you also acknowledge that:

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including Fransmart or any other broker) as to the likelihood of success of the franchise. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including Fransmart or any other broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None".

_____

_____

_____

C. You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "Anti-Terrorism Measures"). The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

(i) a person or entity listed in the Annex to the Executive Order;

(ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;

(iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or

(iv) owned or controlled by terrorists or sponsors of terrorism.

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

Acknowledged this on _____.

FRANCHISEE:

_____
Print Name of Legal Entity

By:_____
Signature
Print Name_____

Title_____

EXHIBIT K TO THE FRANCHISE AGREEMENT

GUARANTY OF
THE HALAL GUYS FRANCHISE INC. FRANCHISE AGREEMENT

In consideration of the execution by Franchisor of the Franchise Agreement (the "Franchise Agreement") dated the _____ day of _____, 20__, between The Halal Guys Franchise Inc. ("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 Guaranty, 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 Guaranty 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 Guaranty 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 Guaranty, which shall be continuing, absolute, unconditional and irrevocable.

It is understood and agreed by the undersigned that the provisions, covenants and conditions of this Guaranty shall inure to the benefit of the Franchisor, its successors and assigns. This Guaranty may be assigned by Franchisor voluntarily or by operation of law without reducing or modifying the liability of the undersigned hereunder.

This Guaranty 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 Guaranty 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 Guaranty 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 Guaranty will be instituted exclusively in a court of competent jurisdiction in New York County, 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 County, 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 Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Guaranty 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 L TO THE FRANCHISE AGREEMENT

AMERICANS WITH DISABILITIES ACT ("ADA") CERTIFICATION

THE HALAL GUYS FRANCHISE INC., a New Jersey corporation ("**Franchisor**") and _____ ("**Franchisee**") are parties to a Franchise Agreement dated _____ for the operation of a Restaurant at _____ (the "Restaurant"). In accordance with Article 2 of the Franchise Agreement, Franchisee certifies to Franchisor that, to the best of Franchisee's knowledge, the Restaurant and its adjacent areas comply with all applicable federal, state and local accessibility laws, statutes, codes, rules, regulations and standards, including but not limited to the Americans with Disabilities Act. Franchisee acknowledges that it is an independent contractor and the requirement of this certification by Franchisee does not constitute ownership, control, leasing or operation of the Restaurant. Franchisee acknowledges that Franchisor has relied on the information contained in this certification. Furthermore, Franchisee acknowledge its obligation under this Franchise Agreement to indemnify Franchisor and the officers, directors, and employees of Franchisor in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages incurred by the indemnified party(ies) as a result of any matters associated with Franchisee's compliance with the Americans with Disabilities Act, as well as the costs, including attorneys' fees, related to the same.

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

EXHIBIT C TO THE DISCLOSURE DOCUMENT
MULTI-UNIT DEVELOPMENT AGREEMENT

THE HALAL GUYS FRANCHISE INC.

MULTI-UNIT DEVELOPMENT AGREEMENT

_____

MULTI-UNIT OPERATOR

_____

DATE OF AGREEMENT

TABLE OF CONTENTS

TABLE OF CONTENTS ..... **I**

ARTICLE 1 INCORPORATION OF RECITALS **2**

1.1 Incorporation of Recitals 2

ARTICLE 2 GRANT OF MULTI-UNIT DEVELOPMENT RIGHTS **2**

2.1 Grant of Multi-Unit Development Rights. 2

ARTICLE 3 DEVELOPMENT AREA **2**

3.1 Territorial Grant 2
3.2 Our Restrictions. 2
3.3 Rights We Reserve. 2

ARTICLE 4 TERM; RENEWAL **4**

4.1 Term. 4
4.2 Notice of Expiration 4
4.3 Renewal 4

ARTICLE 5 DEVELOPMENT FEE **4**

5.1 Development Fee 4

ARTICLE 6 DEVELOPMENT SCHEDULE **5**

6.1 Development Schedule 5
6.2 Failure to Fulfill Development Obligations 5
6.3 Time is of the Essence 5

ARTICLE 7 SELECTION OF RESTAURANT SITES; FRANCHISE AGREEMENT **5**

7.1 Site Approval 5
7.2 Execution of Franchise Agreement. 6

ARTICLE 8 OUR DUTIES **7**

8.1 Duties of Franchisor. 7

ARTICLE 9 YOUR DUTIES **7**

9.1 Payments to Us 7
9.2 Compliance with Franchise Agreements and Laws, Rules and Regulations. 7
9.3 Indemnification 7
9.4 Business Entity Multi-Unit Operator Requirements 8
9.5 Best Efforts; Cooperation with Us. 9
9.6 Your Participation in Operations; Multi-Unit Operations Directors 9
9.7 Terrorism. 10

ARTICLE 10 CONFIDENTIAL INFORMATION; COVENANTS NOT TO COMPETE **10**

10.1 Restriction on Use of Confidential Information. 10
10.2 Covenants Not to Compete. 11
10.3 Enforcement of Confidentiality Covenant and Covenants Not To Compete 12

ARTICLE 11 TRANSFER OF INTEREST **12**

11.1 Transfer By Us 12
11.2 Transfer By You – General. 13

11.3 Transfer By You – To A Business Entity You Form 14
11.4 Transfer By You – Transfer Upon Death or Disability 14
11.5 Our Right of First Refusal 15
11.6 No Encumbrance 16

ARTICLE 12 PROPRIETARY MARKS 16

12.1 Not a License of the Proprietary Marks 16
12.2 Non-Use of Trade Name 16
12.3 Injunction. 16

ARTICLE 13 RELATIONSHIP OF THE PARTIES 16

13.1 Contractor; No Third Party Beneficiaries. 16
13.2 Your Required Means of Identification 17

ARTICLE 14 DEFAULT AND TERMINATION 17

14.1 Termination By Us – Automatic Termination Without Notice.. 17
14.2 Termination By Us Upon Notice – No Opportunity To Cure 17
14.3 Termination by Us – Fifteen Days to Cure. 18
14.4 Description of Default 18
14.5 Cross Default. 18
14.6 Notice Required By Law 19
14.7 Effect of Termination 19

ARTICLE 15 OTHER OBLIGATIONS AND RIGHTS ON TERMINATION OR EXPIRATION 19

15.1 Other Obligations and Rights on Termination or Expiration. 19
15.2 No Prejudice. 20

ARTICLE 16 UNAVOIDABLE DELAY OR FAILURE TO PERFORM (FORCE MAJEURE) . 20

16.1 Unavoidable Delay or Failure to Perform (Force Majeure) 20

ARTICLE 17 20

17.1 Waiver and Delay 20
17.2 Notice of Our Alleged Breach 20
17.3 Our Right To Cure Defaults 20
17.4 Our Withholding of Consent – Your Exclusive Remedy. 21
17.5 Integration of Agreement; No Oral Agreements or Representations. 21
17.6 Notices 21
17.7 Execution, Construction and Interpretation; Further Acts 22
17.8 Business Judgment 22
17.9 Exercise of Rights 22
17.10 Severability 22
17.11 Attorneys' Fees and Costs of Enforcement. 23
17.12 Attorneys' Fees – Third Party Actions. 23
17.13 Governing Law 23
17.14 Venue. 23
17.15 Waiver of Jury Trial 24
17.16 Punitive Damages 24
17.17 No Consolidated or Class Actions 24
17.18 Limitation of Actions. 24
17.19 Guarantee. 24

17.20 Survival 25
17.21 No Third Party Beneficiaries. 25
17.22 Execution in Multiple Counterparts. 25
17.23 Joint and Several Obligations. 25
17.24 Rights and Remedies Cumulative 25
17.25 Multi-State Addendum. 25
17.26 Your Additional Acknowledgments. 25
ARTICLE 18 SUBMISSION OF AGREEMENT 26
18.1 Submission of Agreement. 26

EXHIBITS

STATE ADDENDA TO MULTI-UNIT DEVELOPMENT

A DEVELOPMENT AREA
B DEVELOPMENT SCHEDULE
C OWNERSHIP OF MULTI-UNIT OPERATOR
D FIRST FRANCHISE AGREEMENT TO BE EXECUTED BY MULTI-UNIT OPERATOR
E CONFIDENTIALITY AND NON-COMPETITION AGREEMENT
F GUARANTEE

THE HALAL GUYS FRANCHISE INC.

MULTI-UNIT DEVELOPMENT AGREEMENT

THIS MULTI-UNIT DEVELOPMENT AGREEMENT (the "**Agreement**') is made and entered into by and between THE HALAL GUYS FRANCHISE INC., a New Jersey corporation having its principal place of business at 26-44 Borough Place, Flushing, New York 11377 ("**Franchisor**", "**we**", "**us**" or "**our**") and _____, a _____ corporation/limited liability company/partnership, having its principal place of business at _____ ("**Multi-Unit Operator**", "**you**" or "**your**") on the date this Agreement is executed by us below (the "**Effective Date**").

RECITALS

WHEREAS, as the result of the expenditure of time, skill, effort and money, we and our affiliate have developed and own a unique and distinctive system (hereinafter "**System**") for the establishment of and operation of businesses (each a "**THG Business**") that will have the right to develop and operate a designated number of quick-service restaurants (each, a "**Restaurant**") serving signature meats and sauces over rice and other popular American Halal food items for dine-in and take-out and offering and selling related programs, products and services;

WHEREAS, the distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, décor, color scheme, and furnishings; proprietary products and ingredients; proprietary recipes and special menu items, uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; procedures for inventory, management and financial control; training and assistance; and advertising and promotional programs; all of which may be changed, improved, and further developed by us from time to time;

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

WHEREAS, we and our affiliate continue to develop, use and control the use of such Proprietary Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System's high standards of quality, appearance and service; and

WHEREAS, you desire to operate THG Businesses that have the right to develop and operate a designated number of Restaurants under the Proprietary Marks and the System within the geographical territory (the "**Development Area**") defined below and set forth in Exhibit A pursuant to the development schedule (the "**Development Schedule**") defined and set forth below in Exhibit B;

WHEREAS, we wish to grant you the right to open and operate THG Businesses that will have the right to develop and operate a designated number of Restaurants in the Development Area, pursuant to the Development Schedule and subject to the terms, covenants and conditions set forth in this Agreement.

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitmentsset forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE 1
INCORPORATION OF RECITALS

1.1 Incorporation of Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference into this Agreement.

ARTICLE 2
GRANT OF MULTI-UNIT DEVELOPMENT RIGHTS

2.1 Grant of Multi-Unit Development Rights. We hereby grant to you, and you accept, subject to the terms and conditions of this Multi-Unit Development Agreement, the right to and obligation to open and operate THG Businesses that will develop, establish and operate _____ (_____) Restaurants, and to use the System solely in connection therewith at specific locations we approve to be operated pursuant to the terms of separate franchise agreements (referred to individually as a "**Franchise Agreement**" and collectively as the "**Franchise Agreements**") executed between you (or an affiliate of you) and us as provided in Section 3.1 hereof, and pursuant to the Development Schedule established in Exhibit B of this Agreement. Each Restaurant developed hereunder shall be located within the Development Area described in Exhibit A of this Agreement.

ARTICLE 3
DEVELOPMENT AREA

3.1 Territorial Grant. You undertake to develop, own and operate the number of Restaurants designated in Section 2.1 of this Agreement within the Development Area set forth by map or written description in Exhibit A to this Agreement. Pursuant to the Franchise Agreements which this Agreement contemplates will be entered into between you (or an affiliate of you) and us, your right to operate the Restaurants will be limited to the Accepted Locations (as defined term is defined in the respective Franchise Agreement for such Restaurant). Where we authorize your Restaurant to offer catering or delivery services, then you will have the right to deliver products or offer catering services within the area defined in the Franchise Agreement. We reserve the right to adjust or reassign any of the trade areas in the Development Area if we believe that this serves your best interest, or if there is a conflict with another multi-unit operator's or franchisee's trade area. We reserve the right to move that trade area to an unoccupied trade area.

3.2 Our Restrictions. We, our affiliates, subsidiaries and designees (together, the "**affiliates**") will not, except as provided in Section 3.3 ("Rights We Reserve"), operate company-owned businesses of the type contemplated by this Agreement and franchises under the Franchise Agreements, or enter into any other agreements granting others the right to own, develop or operate The Halal Guys® Restaurants within the Development Area, so long as you are not in default under this Agreement and all other related agreements. These restrictions will immediately terminate upon the expiration or sooner termination of this Agreement for any reason.

3.3 Rights We Reserve. You agree that we and/or our affiliates may engage in any business activity whatsoever in or outside the Development Area except as we are restricted by Section 3.2 of this Agreement, and that this Agreement does not confer upon you any right to participate in or benefit from any such other business activity (regardless of whether it is conducted under the Proprietary Marks or not). Our 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 product or service except as restricted by Section 3.2 above. 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 Development Area, so long as such other business does not sell under the Proprietary Marks the type of products or services which your Restaurants

offer and sell (except as permitted below). Further, we and/or our affiliates may own, operate or authorize others to own or operate Restaurants at any location outside of your Development Area (including immediately proximate thereto).

In addition, you understand and agree that we and/or our affiliates alone have the right to offer and sell within and outside your Development Area, and under the Proprietary Marks, any and all products or services and/or components thereof, (including those used or sold by your Restaurants), and whether or not a part of The Halal Guys® System, through any alternate channels of distribution, that is, any method of distribution other than a The Halal Guys Restaurant situated within your Development Area including, without limitation, the internet/worldwide web/virtual platforms (including without limitation the metaverse); any other form of electronic commerce; cryptocurrency, non-fungible token (NFTs) and other blockchain promotions; "800" or similar toll-free telephone numbers; mail order; catalogs; television sales (including "infomercials"); supermarkets, grocery stores and convenience stores; ghost kitchens, cloud kitchens and other delivery-only concepts; or, any other channel of distribution whatsoever except for a The Halal Guys® Restaurant.

You also understand and agree that we and/or our affiliates alone have the right to offer and sell The Halal Guys® System products and services at any and all nontraditional locations, including nontraditional locations situated in your Development Area, through the establishment of Restaurants, kiosks, mobile units, concessions or "shop in shops", and that, by contrast, you are precluded in engaging in such activity. "**Nontraditional Sites**" include gas stations; transportation facilities, including airports, train stations, subways and rail and bus stations; military bases and government offices and facilities; sports facilities, including stadiums and arenas; theaters; reports; amusement parks, zoos and convention centers; car and truck rest stops and travel centers; educational facilities; recreational theme parks; hospitals and health care facilities; business or industrial foodservice venues; guest lodging facilities; day care facilities of any type; condominium and cooperative complexes; the premises of any third party retailer which is not a restaurant (including shops, stores and department stores); food retailers (including supermarkets, grocery stores and convenience stores); malls and mall food courts; schools and universities; venues in which foodservice is or may be provided by a master concessionaire or contract foodservice provider; Indian reservations; casinos; ghost kitchens, cloud kitchens and other delivery-only concepts; or any similar captive market or any other location to which access to the general public is restricted. You understand and acknowledge that if any Non-Traditional Site is located within the physical boundaries of your Development Area, then the premises of this Non-Traditional Site will not be included in your Development Area and you will have no rights to this Non-Traditional Site.

You further agree that, both within and outside the Development Area, we and/or our Affiliates alone have the right to sell The Halal Guys® 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 Area, including (by way of example only): business entities with offices or branches situated both inside and outside of your Development Area; government agencies, branches or facilities; guest lodging networks; healthcare networks; the military; and, any other customer whose presence is not confined to your Development Area. Only we will have the right to enter into contracts with national, regional and/or institutional accounts (which may include facilities within your Development Area). If we receive orders for any The Halal Guys® products or services calling for delivery or performance in your Development Area as a result of our engaging in commerce with National, Regional and Institutional Accounts, and you have opened one or more Restaurants 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 such orders at the price we agree on with the customer. If you have not opened any Restaurants 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 of our other franchisees may serve the customer within your

Development Area, and you will not be entitled to any compensation. The procedures governing our National, Regional and Institutional Accounts program are set forth in our Manual.

You acknowledge that this Agreement confers no marketing exclusivity in the Development Area on you, and that all Restaurants (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 Area.

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 other than, while this Agreement is in effect, the Proprietary Marks, regardless of the location of these businesses and/or facilities, which may be within the Development Area or immediately proximate thereto.

You waive and release any claims, demands or damages arising from or related to any of the above activities and promise never to begin or join in any legal action or proceeding, or register a complaint with any governmental entity, directly or indirectly contending otherwise.

ARTICLE 4
TERM; RENEWAL

4.1 Term. Unless sooner terminated in accordance with the terms of this Agreement, the term ("**Term**") of this Agreement will commence on the Effective Date and ends on the actual the last Restaurant is opened pursuant to the Development Schedule.

4.2 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.

4.3 Renewal. This Agreement shall not be subject to renewal. Upon the termination or expiration of this Agreement, we and our affiliates shall have the right to develop and operate, and to grant to others development rights and franchises to develop and operate, Restaurants within the Development Area subject only to the territorial rights granted to you with respect to Restaurants operated by you pursuant to the Franchise Agreements.

ARTICLE 5
DEVELOPMENT FEE

5.1 Development Fee. In consideration of the development rights granted herein, you shall pay to us simultaneously with the execution of this Agreement a Development Fee in the amount of _____ Thousand Dollars ($_____) ("**Development Fee**"). The Development Fee is calculated as one hundred percent (100%) of the initial franchise fee for the first Restaurant to be developed hereunder, plus a deposit equal to fifty percent (50%) of the initial franchise fee for each additional Restaurant to be developed hereunder.

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 development rights granted to you herein. Therefore, the Development Fee shall be fully earned by us upon execution of this Agreement and shall not be refunded, in whole or in part, under any circumstance.

The initial franchise fee for each Restaurant to be developed hereunder is $60,000. The initial franchise fee for the first Restaurant has been paid in full in the Development Fee. For each additional Restaurant developed hereunder, you will receive a pro rata portion of the Development Fee toward the initial franchise fee due for such Restaurant. The balance of the initial franchise fee, or $30,000, is payable to us in a lump sum upon ninety (90) days before the opening date of such Restaurant or the date you sign the lease for such Restaurant, whichever occurs first.

ARTICLE 6
DEVELOPMENT SCHEDULE

6.1 Development Schedule. For as 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 Restaurants pursuant to the Development Schedule set forth in Exhibit B. The Development Schedule sets forth the minimum number of Restaurants that you must commence operating by the specified dates. You may not develop or commence operations of more than the number of Restaurants set forth above without first obtaining our written consent.

A Restaurant will be considered "developed" if: (i) the Franchise Agreement for the Restaurant has been signed by you (or an affiliate of you) and us; and (ii) the Restaurant has commenced operations in accordance with the Franchise Agreement governing the Restaurant.

6.2 Failure to Fulfill Development Obligations. Except as provided in Section 16.1 below ("Unavoidable Delay or Failure to Perform (Force Majeure)"), if you fail to adhere to the Development Schedule attached hereto as Exhibit B by either: (i) failing to execute the Franchise Agreement for each Restaurant; or (ii) failing to commence operations of each Restaurant on or before the date specified in the Development Schedule, then this will constitute a material breach of this Agreement. Notwithstandning the foregoing, if you fail to comply with the Development Schedule, we will have the right to: (i) impose a delayed opening fee in the amount of $100 per day for each day that the specified opening date is delayed, up to a maximum of 90 days; (ii) reduce, in whole or in part, the size of the Development Area within which you will have rights; (iii) reduce, in whole or in part, the total number of Restaurants that you will have the right to develop; or, (iv) terminate the Multi-Unit Development Agreement.

Termination of this Agreement for this reason will not be a termination (constructive or otherwise) of any Franchise Agreement(s) entered into by you (or an affiliate of you) and us thereunder; provided that you have already commenced the operation of the Restaurant(s) covered by the Franchise Agreement(s) and you have fully performed and otherwise been in compliance with all of your obligations under the Franchise Agreement(s) in question. You will lose both the right to develop the undeveloped Restaurants in the Development Area and the Development Fee attributable to the undeveloped Restaurants, and we may operate or franchise Restaurants anywhere within the Development Area 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.

6.3 Time is of the Essence. Subject to the provision of Section 16.1 below ("Unavoidable Delay or Failure to Perform (Force Majeure)"), your timely performance of your obligations under Section 6 of this Agreement is of material importance and is of the essence to this Agreement.

ARTICLE 7
SELECTION OF RESTAURANT SITES; FRANCHISE AGREEMENT

7.1 Site Approval. You shall assume all responsibility and expense for locating potential sites for Restaurants and submit to us for our evaluation and approval, in the form specified by us, a description of the site, the terms of the lease or purchase, a market feasibility study for the site and such other information and materials as we may reasionably require, together with a letter of intent or other evidence satisfactory

to us which confirms your favorable prospects for obtaining the site. The terms and conditions concerning the site selection process shall be set forth in our then-current Franchise Agreement and in standards that we may provide to you from time to time in connection therewith. We shall have thirty (30) days after receipt of such information and materials from you to approve or disapprove the site, which consent we will not unreasonably withhold or delay. If the site is approved, you will then be presented with the Franchise Agreement for execution. You acknowledge that the approval of a particular site for a Restaurant by us shall not be deemed to be an assurance or guaranty that the Restaurant will operate successfully or at a profit from such site.

7.2 Execution of Franchise Agreement. You and we will execute a Franchise Agreement for each Restaurant provided for in the Development Schedule. The Franchise Agreement for the first Development Right exercised hereunder has been executed contemporaneously with this Agreement. The Franchise Agreement for each additional Development Right exercised hereunder shall be our then-current Franchise Agreement, modified as follows: (a) your Initial Franchise Fee (as defined in the Franchise Agreement) will be modified as specified in Section 5.1 above; and (b) the Royalty Fee (as defined in the Franchise Agreement) and Worldwide Creative Marketing Fee (as defined in the Franchise Agreement), 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 D).

The Franchise Agreement for each additional Restaurant will be executed according to the following procedure:

(i) Within a period of time we deem appropriate, we will deliver to you (if required under applicable law) a copy of our then-current The Halal Guys Franchise Disclosure Document, including our then-current The Halal Guys Franchise Agreement, modified as provided above (collectively, the "**Franchise Disclosure Document**").

(ii) Promptly upon receipt of the Franchise Disclosure Document, you must acknowledge receipt by executing the receipt form ("**Receipt**") prescribed in the Franchise Disclosure Document and promptly returning the Receipt to us.

(iii) No sooner than fourteen (14) business days, but no later than thirty (30) calendar 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 Restaurant.

(iv) 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 (3) execution copies of the Franchise Agreement. Promptly upon receipt of these execution copies, you must execute the three (3) copies and return them to us.

(v) If you fail to perform any of the acts or fail to deliver any of the notices required pursuant to the provisions of subsections (i), (ii), (iii) or (iv) 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.

Under no circumstances, however, may you open a Restaurant for business unless and until there is a fully executed Franchise Agreement in place for such Restaurant and the applicable initial franchise fee has been paid in full.

ARTICLE 8
OUR DUTIES

8.1 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 The Halal Guys Resaturants in the Development Area 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 Halal Guys System as it may be changed, improved, modified or further developed from time to time, in the Development Area 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. We will review site survey information on sites you select for conformity to our then-current standards and criteria for potential sites and, if the site meets our criteria, approve the site for development of a Restaurant. 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.

ARTICLE 9
YOUR DUTIES

9.1 Payments to Us. In addition to all other payments under this Agreement, you agree to pay us (or our affiliates) immediately upon demand:

(i) 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.

(ii) All amounts we advanced, or which we have paid, or for which we have become obligated to pay, on your behalf for any reason.

(iii) All amounts due to us (or our affiliates) for 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.

9.2 Compliance with Franchise Agreements 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 to develop and operate the Restaurants 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 Restaurants; and, to obtain and keep in good standing all necessary licenses, permits and other required forms of governmental approval required of you.

9.3 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, 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:

(i) 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;

(ii) Your alleged or actual infringement or violation of any patent, trademark, service mark, copyright or other intellectual property or proprietary right owned or controlled by third parties;

(iii) Your alleged or actual violation or breach of any contract, federal, state, local, foreign or other law, rule or regulation;

(iv) Libel, slander or any other form of defamation by you;

(v) Your alleged or actual violation or breach of any warranty, representation, agreement or obligation set forth in this Agreement;

(vi) Your ownership and operation of your THG Business and Restaurants;

(vii) Your failure to pay (or withhold) when due any levies, taxes or assessments that you may be required by applicable law to pay (or withhold);

(viii) 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); or

(ix) 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 (3) 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 our or 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 9.3 will survive the expiration or sooner termination of this Agreement.

9.4 Business Entity Multi-Unit Operator Requirements. In the event that you are a corporation or desire to conduct business in a corporate capacity, said corporate entity or assignment to a corporate entity (which may include a corporation, limited liability company or partnership) must receive our prior written

approval and you agree to comply with the provisions hereinafter specified below. As a business entity, you must comply with the following requirements (which will also apply to any business entity assignee of yours):

(i) You or those individuals disclosed on Exhibit C attached hereto shall be the legal and beneficial owner of the outstanding equity of said entity and shall act as such entity's principal officer.

(ii) 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 and Non-Competition Agreements required under Section 10.2; and any other documents we may reasonably request, and any amendments to them.

(iii) Confine your activities to the operation of your THG Businesses and the Restaurants developed hereunder, and your governing documents must provide that your activities are confined exclusively to the operation of your THG Businesses and the Restaurants developed hereunder.

(iv) 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 legibly and conspicuously appear:

> "The transfer of this security is subject to the terms and conditions of a Multi-Unit Development Agreement with THE HALAL GUYS FRANCHISE INC., dated _____. Reference is made to the provisions of this Multi-Unit Development 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 THE HALAL GUYS FRANCHISE INC."

(v) 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.

(vi) Ensure that your organizational documents expressly restrict the transfer (as defined in Section 11.2) 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.

The assignment to a corporate entity will not relieve you of personal liability to us for performance of any of the obligations under this Agreement. Any subsequent transfer of voting rights of the equity of the entity or assignee entity, and any transfer or issuance of equity of the entity or assignee entity shall be subject to our prior written approval. We agree that we will not unreasonably restrict the issuance or transfer of equity, provided that you comply with the provisions of Article 11 below, and provided that in no event shall any equity of such corporate entity or assignee corporate entity be sold, transferred or assigned to a business competitor of ours.

9.5 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.

9.6 Your Participation in Operations; Multi-Unit Operations Directors.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 14.3 of this

Agreement, will result in this Agreement being terminated in accordance therewith. Notwithstanding the foregoing, you acknowledge and agree that we may require you to, at all times employ, at your own expense, a designated operations director to oversee the day to day operations of all of your franchised Restaurants and to serve as our main point of daily contact with authorization to communicate directly with us and to make management decisions in connection with same (the "**Multi-Unit Operations Director**"). Should we require that you hire a Multi-Unit Operations Director, you acknowledge and agree that your proposed Multi-Unit Operations Director must satisfy our educational and business criteria, be approved by us in advance and complete our Initial Training Program. You further agree that you must arrange to have your Multi-Unit Operations Director execute our then-current form of Confidentiality and Non-Competition Agreement.

Upon the death, disability or termination of employment of the Multi-Unit Operations Director, for any cause or reason, you shall immediately notify us, and designate and obtain our prior written approval of an interim or acting Multi-Unit Operations Director and, no later than ninety (90) days following the death, disability or termination of the predecessor Multi-Unit Operations Director, you must designate a successor Multi-Unit Operations Director. Each successor Multi-Unit Operations Director must be certified to manage multi-unit operations and attend and successfully complete our next scheduled Initial Training Program (as described in the first Franchise Agreement we sign for your first Restaurant, attached hereto as Exhibit D). The failure to employ and train a successor Multi-Unit Operations Director shall constitute a material breach of this Agreement.

9.7 Terrorism.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 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.

ARTICLE 10
CONFIDENTIAL INFORMATION; COVENANTS NOT TO COMPETE

10.1 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 yourself or 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 Halal Guys 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.

10.2 Covenants Not to Compete.

(i) During the Term and any Renewal 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.

(ii) For a continuous uninterrupted period commencing two (2) years immediately following the expiration, termination of or transfer of all your interest in this Agreement for any reason, except as otherwise approved in our sole and absolute discretion, you shall not, directly or indirectly, for yourself, or through, on behalf of or in conjunction with any person, persons, partnership, or corporation:

(1) divert, or attempt to divert, any business or customer of the THG Business(es) hereunder to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System; or

(2) own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to any Competitive Business, which business is, or is intended to be, located within: (a) your Development Area; (b) twenty (20) miles of the perimeter of your Development Area; (c) the county in which any The Halal Guys Restaurant operated by you (or any affiliate of you) is located; or (d) a twenty (20) miles radius of the location of any The Halal Guys Restaurant, then-existing or under development, in the System (whether company-owned, franchised or otherwise established and operated).

(3) For the purposes of this Article 11, the term "**Competitive Business**" shall refer to any other business or activity which offers or sells any of the products or services which now or hereafter are authorized for sale under the Proprietary Marks and System, which business is of a character and concept similar to the Restaurant, including a food service business which offers and sells the same or substantially similar food products.

(iii) 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 five percent (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.

(iv) You agree to obtain the execution of our Confidentiality and Non-Competition Agreement attached hereto as Exhibit E from the following persons and to cause them to refrain from the competitive activities described above: (i) before employment or any promotion: (1) your General Manager and Assistant General Managers; (2) any personnel you employ who have received or will receive training from us; (3) all your other managerial employees; and (4) 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 and Non-Competition Agreements no later than ten (10) days following their execution. You agree to prosecute to the fullest extent permitted by law breaches of any Confidentiality and Non-Competition Agreement executed pursuant to this Section 10.2 and you acknowledge our right, to be exercised in our sole business judgment, to ourselves enforce the terms of each executed Confidentiality and Non-Competition Agreement.

(v) 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 10 as if the resulting covenants were separately stated in and made a part of this Agreement.

10.3 Enforcement of Confidentiality Covenant and Covenants Not To Compete. You acknowledge that violation of the covenants in Section 10.1 and 10.2 of 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, 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.

ARTICLE 11
TRANSFER OF INTEREST

11.1 Transfer 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 expressly affirm and agree that we may sell our company, our assets, our rights to the Proprietary Marks or to the System outright to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and 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 Restaurants 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 Development Area and near your Restaurant. With regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the foregoing assignment, sale, purchase, merger, acquisition, affiliation and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, breach of contract or breach of the implied covenant of good faith and fair dealing and/or the loss of said Proprietary Marks (or any variation thereof) and/or the loss of association with or identification of "THE HALAL GUYS FRANCHISE INC." as Franchisor. Nothing contained in this Agreement shall require us to remain in the same business or to offer the same products and services, whether or not bearing the Proprietary Marks, in the event that we exercise our right to assign our rights in this Agreement.

11.2 Transfer By You – General. This Agreement is personal to you 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, you shall neither sell, assign, transfer nor subfranchise this Agreement, your rights, privileges or obligations under this Agreement, the development rights granted hereunder, the THG Businesses, the Restaurants developed hereunder, nor any interest in the THG Businesses, the Restaurants, you (if you are a business entity) (including any capital stock, membership, partnership or proprietary interest of you or anyone who controls you) or any other interest hereunder, nor suffer or permit any such assignment, transfer or encumbrance to occur directly, indirectly or contingently in one or a series of related transactionas by operation of law or otherwise (each, a "**Transfer**") without our prior written consent, and where applicable, complying with our Right Of First Refusal (as defined below), each as provided in this Article 11. Any assignment in violation of this Article 11 will be null, void and of no effect. You understand that this Agreement may not be pledged, mortgaged, hypothecated, given as security for an obligation or in any manner encumbered. The Transfer of any interest, except in accordance with this Section shall constitute a material breach of this Agreement. You may only Transfer your rights and interests under this Agreement if:

(i) at least twenty-five (25%) of the total number of Restaurants required to be opened under this Agreement are either open and operating or under construction at the time of a proposed Transfer;

(ii) you are not, at the time a Transfer is requested or consummated, in default under this Agreement, the Franchise Agreements or any other agreement with us;

(iii) the transferee meets, to our reasonable satisfaction, all of our requirements for new multi-unit operators, including but not limited to, good reputation and character, business acumen, operational ability, management skills, financial strength and other business considerations;

(iv) transferee executes or, in appropriate circumstances, causes all necessary parties to execute, our then-current standard form of Multi-Unit Development Agreement, Franchise Agreements for all Restaurants open or under construction hereunder, and such other then-current ancillary agreements being required by us of new multi-unit operators on the date of transfer;

(v) you execute a general release, in a form satisfactory to us, of any and all claims against us, our officers, directors, employees and principal stockholders of any and all claims and causes of action that you may have against us or any subsidiary or affiliated corporations in any way relating to this Agreement or the performance or non-performance thereof by us; and

(vi) you or the transferee pay to us a transfer fee equal to fifty percent (50%) of our then current initial franchise fee ("**Transfer Fee**") to cover our reasonable costs in effecting the Transfer.

Our consent to a Transfer of any interest in you, this Agreement or in the development rights pursuant to this Section shall not constitute a waiver of any claims we may have against the transferring party, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferee.

11.3 Transfer 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: (i) the business entity is newly formed and each requirement in Sections 9.4 and 17.19 has been satisfied; (ii) each individual involved in the new entity has the same proportionate ownership interest in the new entity as he or she had in the THG Business before the assignment; (iii) 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; (iv) each present and future equity holder in the new entity signs our Confidentiality and Non-Competition Agreement in the form of Exhibit E to this Agreement.

11.4 Transfer 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 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 executor, administrator or personal representative of the Estate shall transfer your or your last surviving owner's interest to a third party, subject to our approve and terms and conditions set forth in Section 11.2 above, within three (3) months of the date such executor, administrator or personal representative is appointed to represent the Estate.

Until an executor, administrator or personal representative is appointed to represent the Estate, the Estate will continue the operation of the THG Businesses, and the existing Multi-Unit Operations Director will continue to oversee the operations of the THG Businesses developed pursuant this Agreement until the executor, administrator or personal representative of the Estate has consummated the Transfer. If an Multi-Unit Operations Director has not been appointed and approved by us in accordance with Section 9.6, then the Estate must provide a competent and qualified individual acceptable to us to serve as the Multi-Unit Operations Director and assume oversight of the operations of the THG Businesses within one (1) month of the date of death or disability. If the Multi-Unit Operations Director has been approved by us, he or she will immediately assume, on a full-time basis, the oversight of the operations of the THG Businesses developed pursuant to this Agreement. If we reject the Estate's proposed Multi-Unit Operations Director, then the Estate will provide us with another proposed candidate for our consideration within fifteen (15) days of the date of our rejection. Once an acceptable Multi-Unit Operations Director has been approved by us, he or she will oversee the operations of the THG Businesses until the executor, administrator or personal representative of the Estate has consummated the Transfer of your or your last surviving owner's interest. If the Estate does not designate an Multi-Unit Operations Director or the Estate's Multi-Unit Operations Director does not assume full-time oversight of the operations of the THG Businesses within one (1) month from the date your or your last surviving owner's death or disability, this will be a material breach of this Agreement which, unless cured by the Estate as provided in Section 14.3, will result in this Agreement being terminated immediately.

Notwithstanding the foregoing, we may (but are under no obligation) to manage the operations of your THG Businesses and/or the Restaurants developed hereunder, in order to prevent any interruption of the operations of your THG Businesses or the operations of any of the Restaurants, which could cause harm to said businesses. Should we elect to exercise our right to mangage your THG Businesses and/or your exising Restaurants developed hereunder, then all monies from the operation of the THG Businesses and/or your exising Restaurants shall be kept in separate accounts, and we will deduct our expenses for travel, lodging,

meals and all other expenses and fees from each Restaurant's respective Gross Sales and also pay ourselves a management fee equal to ten percent (10%) of each Restaurant's monthly Gross Sales ("**Management Fee**"). This Management Fee will be in addition to any amounts due to us under each Restaurant's respective Franchise Agreement. We will then remit any remaining funds to the Estate. If we undertake the obligation to manage your THG Businesses and/or the existing Restaurants developed pursuant to this Agreement, we will not be responsible for any operational losses of your THG Businesses or Restaurants, nor will we be obligated to continue operating your THG Businesses and/or the existing Restaurants developed pursuant to this Agreement. You agree to indemnify and hold harmless us and any representative of ours who may act hereunder, from any and all acts which we may perform, as regards the interests of you or third parties.

11.5 Our Right of First Refusal. If you receive from an unaffiliated third party and desire to accept a bona fide written offer to purchase your development rights, your THG Business, the Restaurants developed hereunder, any interest in the THG Businesses, the Restaurants developed hereunder, you (if you are a business entity) (including any capital stock, membership, partnership or proprietary interest of you or anyone who controls you) or any other interest hereunder, voluntarily or by operation of law (as provided above), such transfer shall be subject to our right of first refusal, except in the instance of your Transfer pursuant to Section 11.3, (the "**Right of First Refusal**"), which Right of First Refusal we may freely assign to any individual or entity. Should we elect to exercise our Right of First Refusal, we will exercise such right in the following manner:

(i) You must deliver to us a true and complete copy of the proposed transferee's offer (the "**Offer**") including all its material terms and furnish to us any additional information concerning the proposed transaction and the proposed transferee that we reasonably request. In order that we may have information sufficient to enable us to determine whether to exercise this option, we may require you to deliver to us certified financial statements as of the end of your most recent fiscal year and such other information about your business and operations as we may request.

(ii) Within thirty (30) days after our receipt of the Offer (or, if we request additional information, within thirty (30) days after receipt of the additional information), we may either consent or withhold our consent to the Transfer, in accordance with this Article, or at our option accept the Transfer to ourselves or to our designee, on the terms and conditions specified in the Offer. If we or our designee accept the Transfer, we will be entitled to all of the customary representations and warranties given by the seller of development rights. Any dispute regarding the value of all or any part of the development rights proposed to be transferred and/or the consideration proposed to be paid or payable to you or any third party in connection with the proposed transfer 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.

(iii) Our credit will be considered at least equal to the credit of any proposed transferee. We may substitute cash for the fair market value of any other form of payment proposed in the offer.

(iv) If we give notice of exercise of our Right of First Refusal, we will be given at least sixty (60) days after our notice to prepare for closing.

(v) If we elect not to exercise our Right of First Refusal and we consent to the proposed Transfer, then you will, subject to the provisions of this Article, be free to assign this Agreement, your development rights, your THG Businesses, the Restaurants developed hereunder, any interest in the THG Businesses, the Restaurants developed hereunder or you to your proposed transferee on the terms and conditions specified in the Offer if you satisfy the conditions of Section 11.2 for our approval of a Transfer and if you close the transaction within sixty (60) 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 (60) 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 (30) days thereafter.

Our election not to exercise our Right Of First Refusal with regard to any offer will not affect our Right Of First Refusal with regard 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 or the transaction itself. You and any proposed transfer must comply with all the criteria and procedures Transfer of this Agreement, your development rights, your THG Businesses, the Restaurants developed hereunder, any interest in the THG Businesses, the Restaurants developed hereunder or you as specified in this Article 11.

11.6 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 THG Businesses in any manner without our prior written permission, which we may withhold for any reason.

ARTICLE 12
PROPRIETARY MARKS

12.1 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.

12.2 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 ”The Halal Guys,” “THG,” “The Halal Guys Franchise Inc.,” or any variant as part of your business entity name.

12.3 Injunction. You explicitly affirm and recognize the unique value and secondary meaning attached to the The Halal Guys 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 Halal Guys System or the Proprietary Marks by you, will cause irreparable damage to us and other The Halal Guys multi-unit operators and franchisees. You therefore agree that if you engage in this non-compliance, or unauthorized and/or improper use of The Halal Guys System or the 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 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.

ARTICLE 13
RELATIONSHIP OF THE PARTIES

13.1 Contractor; No Third Party Beneficiaries. It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them. 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 THG Businesses.

You agree to conspicuously identify yourself, your THG Businesses, your Restaurants, and any other facilities of your THG Businesses in all dealings with third parties as an independent contractor of The Halal Guys Restaurant 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 Manual 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.

13.2 Your Required Means of Identification.You agree that you will do business and be identified as a Multi-Unit Operator, but not an agent of, The Halal Guys Franchise Inc.

ARTICLE 14
DEFAULT AND TERMINATION

14.1 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 your THG 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, the THG Businesseses or the Restaurants developed hereunder and is not immediately contested and/or dismissed within sixty (60) days from filing; a bill in equity or other proceeding for the appointment of a receiver or other custodian of you, any of the THG Businesses, the Restaurants developed hereunder or assets of such businesses 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, any of the THG Businesses or the Restaurants developed hereunder; you are dissolved; execution is levied against you, any of the THG Businesses or your property; or, the real or personal property of or any of the THG Businesses is sold after levy thereon by any governmental body or agency, sheriff, marshal or constable.

14.2 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:

(i) You fail to meet the Development Schedule.

(ii) You omit or misrepresent any material fact in the information that you furnished to us in connection with our decision to enter into this Agreement, approve any site for your Restaurants or enter into a Franchise Agreement for any Restaurant.

(iii) We and you agree in writing to terminate this Agreement.

(iv) You (or any principal of a corporate, partnership, proprietorship or other entity multi-unit operator) 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 THG Businesses, or is likely to have an adverse effect on The Halal Guys System, the Proprietary Marks, the goodwill associated with the Proprietary Marks or our interest in the System or Proprietary Marks.

(v) 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 THG Businesses to any third party in violation of the terms of this Agreement.

(vi) 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 10 of this Agreement.

(vii) You fail to obtain our prior written approval, incldung, but not limited to, site approval, as expressly required by this Agreement.

(viii) You use or duplicate any aspect of our System, services, programs or products in an unauthorized fashion.

(ix) If you, or any shareholder or principal, if you are corporate entity, or any of your affiliates cease to operate all of the Restaurants opened pursuant to the terms of this Agreement.

(x) If you open any Restaurant for business before a Franchise Agreement for such Restaurant has been fully executed and the initial franchise fee due to us has been paid.

(xi) 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.

(xii) You engage in conduct which reflects materially and unfavorably upon the operation and reputation of the THG Businesses, us or The Halal Guys System.

14.3 Termination by Us – Fifteen Days to Cure. Except as specifically provided elsewhere in this Agreement, you will have fifteen (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 fifteen (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.

14.4 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.

14.5 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 of this Agreement. Your "affiliates" include any persons or entities controlling, controlled by, or under common control with you.

14.6 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.

14.7 Effect of Termination. 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.

ARTICLE 15
OTHER OBLIGATIONS AND RIGHTS ON TERMINATION OR EXPIRATION

15.1 Other Obligations and Rights on Termination or Expiration. The termination of this Agreement upon breach of your development obligations, as set forth in Exhibit B, will not terminate any of the Franchise Agreements executed by you before the effective date of termination of this Agreement and for which you have already commenced the THG Business(es) covered by the Franchise Agreement(s), but after the effective date of the termination, you will have no right to develop or operate any additional THG 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:

(i) 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.

(ii) 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 mulit-unit operator for the Development Area. 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 THG Businesses at the time of termination and against any of your money which we are holding or which is otherwise in our possession.

(iii) Immediately execute all agreements necessary to effectuate the termination in a prompt and timely manner.

(iv) Strictly comply with the post-termination/post-expiration covenants not to compete set forth in Article 10 of this Agreement.

(v) 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.

15.2 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.

ARTICLE 16
UNAVOIDABLE DELAY OR FAILURE TO PERFORM (FORCE MAJEURE)

16.1 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.

Upon the occurrence of any event of the type referred to herein, the party affected thereby shall give prompt notice thereof to the other parties, together with a description of the event, the duration for which the party expects its ability to comply with the provisions of the Agreement to be affected thereby and a plan for resuming operation under the Agreement, which the party shall promptly undertake and maintain with due diligence. Such affected party shall be liable for failure to give timely notice only to the extent of damage actually caused.

Notwithstanding the foregoing, if any such failure or delay continues for more than one hundred eighty (180) 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.

ARTICLE 17
ADDITIONAL PROVISIONS

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 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: (a) 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, and (b) supersede and cancel any prior and/or contemporaneous oral or written communications (whether described as representations, inducements, promises, agreements or any other term) between you or anyone acting on your behalf and us or anyone acting on our behalf, which might be taken to constitute agreements, representations, inducements, promises or understandings (or any equivalent to such terms) with respect to the relationship between the parties with respect to the subject matter hereof and that no reliance is being or will be placed on any such written or oral communications; provided, however, that nothing in this or in any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document that we provided to you.

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.

17.6 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:

Notices to Franchisor:
The Halal Guys Franchise Inc.
26-44 Borough Place
Flushing, New York 11377
Attention: President
Facsimile: (800) 342-8133

With a copy to:
Akerman LLP
1251 Avenue of the Americas, 37th Floor
New York, New York 10020
Attention: Dale A. Cohen, Esq.
Facsimile: (212) 259-8552

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 ten (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.

17.7 Execution, Construction and Interpretation; Further Acts

(i) 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.

(ii) 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.

(iii) 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.

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

(v) 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).

17.8 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 Halal Guys 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.

17.9 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.

17.10 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.

17.11 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.

17.12 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, your Restaurant(s) and/or your THG 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.

17.13 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 THG Business(es) is located outside of New York and the provision would be enforceable under the laws of the state in which the THG Business(es) is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Section 17.13 is intended to invoke the application of any franchise registration and disclosure, franchise relationship, 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 given its jurisdictional scope (and absent this choice of law provision) would not otherwise apply, and Multi-Unit Operator agrees to never contend otherwise.

17.14 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. You agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a state of federal court of competent jurisdiction situated in state, county and judicial district in which our principal place of business is located (which is currently in New York, New York). 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, 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 17.14 shall not be construed as preventing either party from removing an action or proceeding from state to federal 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, we may bring such an action in any state or federal district court which has jurisdiction.

17.15 Waiver of Jury Trial. The parties to this Agreement (as denominated in the preamble hereto) 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.

17.16 Punitive Damages. In no event will we be liable to you for punitive, exemplary, incidential, indirect, special, consequential or other similar 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. You (and your affiliates, and the owners, members, officers, directors or managers) agree that in the event of a dispute, you and they shall be limited to the recover from us any actual damages sustained by you or them.

17.17 No Consolidated or Class Actions. You (and your affiliates, owners, members, officers, directors or managers) may only pursue any claim you have against us or our affiliates in an individual legal action or proceeding. Neither you nor any of your affiliates, owners, members, officers, directors or managers shall join or combine its/their legal action or proceeding in any manner with any action or claim of any other The Halal Guys multi-unit operator, franchisee or other claimant, nor will you or your affiliates, owners, members, officers, directors or managers maintain any action or proceeding against us or our affiliates, owners, members, officers, directors or managers in a class action, whether as a representative or as a member of a class or purported class, nor will you or your affiliates, owners, members, officers, directors or managers seek to consolidate, or consent to the consolidation of, all or part of any action or proceeding by any of them against us or our affiliates, owners, members, officers, directors or managers with any other litigation against us or our affiliates, owners, members, officers, directors or managers.

17.18 Limitation of Actions. Any and all legal actions or proceedings brought by you against us or our affiliates, owners, members, officers, directors or managers arising out of or related to this Agreement, the THG Business(es) 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 (2) years from the occurrence of the acts, errors and/or omissions giving rise to such legal action or proceeding. If not, then you irrevocably covenant and agree that such action or proceeding shall be barred.

17.19 Guarantee. If you are a business entity, the following persons must sign our standard form Guarantee, attached hereto as Exhibit F, at the same time as the execution of this Agreement or at such later time as they assume such status: (i) 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; (ii) if you are a partnership, all general partners owning a 5% or greater interest in you; and, (iii) 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.

17.20 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.

17.21 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.

17.22 Execution in Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument. Electronic and facsimile signatures will be considered as binding and conclusive as if original.

17.23 Joint and Several Obligations. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable. If Mukti-Unit Operator 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.

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

17.25 Multi-State Addendum. The parties hereby incorporate herein the state addenda, in the form attached to this Agreement.

17.26 Your Additional Acknowledgments. You acknowledge, warrant and represent to us that:

(i) No representation has been made, and neither you nor any of your affiliates has relied on any statement made by us or our affiliates (or any of our or their employees, directors, officers, agents or salespersons), as to (a) the future or past income, expenses, sales volume or potential profitability, earnings or income of your THG Businesses or any other franchised or company-owned THG business; (b) our anticipated income, earnings and growth or that of The Halal Guys System; or, (c) your ability to procure any required license or permit that may be necessary to operate your THG Businesses.

(ii) Before executing this Agreement, you have had the opportunity to contact all our existing multi-unit operators and franchisees.

(iii) You have had the opportunity to independently investigate, analyze and construe both the business opportunity being offered under this Agreement, and the terms and provisions of this Agreement, using the services of legal counsel, accountants or other advisers (if you

so elect) of your own choosing. You have been advised to consult with your own advisers with respect to the legal, financial and other aspects of this Agreement, the THG Businesses, and the prospects for those THG Businesses. You have either consulted with these advisors or have deliberately declined to do so.

(iv) You have received from us a copy of our Franchise Disclosure Document at least fourteen calendar days before the execution of this Agreement or at least fourteen calendar 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.

(v) You have carefully considered the nature and extent of the restrictions upon you and the rights and remedies conferred upon you under this Agreement. Such restrictions, rights and remedies: (1) are reasonable, including, but not limited to, their term and geographic scope; (2) are designed to preclude competition which would be unfair to us; (3) are fully required to protect our legitimate business interests; and, do not confer benefits upon us that are disproportionate to your detriment.

(vi) 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.

ARTICLE 18
SUBMISSION OF AGREEMENT

18.1 Submission of Agreement. The submission of this Agreement to you 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 ACKNOWLEDGE THAT NO REPRESENTATIONS OR PROMISES WERE MADE TO YOU OTHER THAN THOSE SET FORTH IN OUR FRANCHISE DISCLOSURE DOCUMENT, OR THAT IF ANY OTHER REPRESENTATIONS OR PROMISES WERE MADE TO YOU, YOU ARE NOT RELYING ON THEM.

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

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement in triplicate on the day and year written below.

FRANCHISOR:

THE HALAL GUYS FRANCHISE INC.

_____
WITNESS

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

MULTI-UNIT OPERATOR:

If a Business Entity:

NAME OF ENTITY

_____
WITNESS

By:_____
Name:_____
Title: _____

If an individual:

_____
WITNESS

_____
(Signature)

_____
(Print Name)

_____
WITNESS

_____
(Signature)

_____
(Print Name)

_____
WITNESS

_____
(Signature)

_____
(Print Name)

STATE ADDENDA TO MULTI-UNIT DEVELOPMENT AGREEMENT

CALIFORNIA ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

1. Section 5.1 of the Multi-Unit Development Agreement shall be amended to add the following language at the end of the first paragraph:

   "Notwithstanding the foregoing, payment of the Development Fee shall be deferred until we have satisfied our pre-opening obligations and you have commenced operation of your first The Halal Guys Restaurant."

Dated: _____

MULTI-UNIT OPERATOR:
If an entity:

_____
(Name of Entity)

By:_____
Its: _____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

HAWAII ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

2. Section 5.1 of the Multi-Unit Development Agreement shall be amended to add the following language at the end of the first paragraph:

"Notwithstanding the foregoing, payment of the Development Fee shall be deferred until we have satisfied our pre-opening obligations and you have commenced operation of your first The Halal Guys Restaurant."

Dated: _____

MULTI-UNIT OPERATOR:
If an entity:

_____
(Name of Entity)

By:_____
Its: _____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive

ILLINOIS ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

1. Illinois law governs the Franchise Agreement(s).

2. Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

3. 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.

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

5. 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.

(Signature page follows.)

Dated: _____

MULTI-UNIT OPERATOR:
If an entity:

_____
(Name of Entity)

By:_____
Its: _____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

INDIANA ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Multi-Unit Development Agreement, the following provisions will supersede and apply:

1. The laws of the State of Indiana supersede any provisions of the Multi-Unit Development Agreement or New York law if such provisions are in conflict with Indiana law. The Multi-Unit Development Agreement will be governed by Indiana law, rather than New York law, as stated in Section 17.13 of the Multi-Unit Development Agreement.

2. Venue for litigation will not be limited to New York, as specified in Section 17.14 of the Multi-Unit Development Agreement.

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 Multi-Unit Development Agreement, will supersede the provisions of Article 15 of the Multi-Unit Development Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

4. No release language set forth in the Multi-Unit 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 5.1 of the Multi-Unit Development Agreement shall be amended to add the following language at the end of the first paragraph:

   "Notwithstanding the foregoing, payment of the Development Fee shall be deferred until we have satisfied our pre-opening obligations and you have commenced operation of your first The Halal Guys Restaurant."

6. Section 10.3 of the Multi-Unit Development Agreement ("Enforcement of Confidentiality Covenant and Covenants Not to Compete") as it pertains to the enforcement of any covenants not to compete will not apply to multi-unit development arrangements offered and sold in the State of Indiana.

7. Section 17.4 of the Multi-Unit Development Agreement ("Our Withholding of Consent – Your Exclusive Remedy ") will not apply to multi-unit development arrangements offered and sold in the State of Indiana.

8. Section 10.2 of the Multi-Unit Development Agreement is revised to limit the geographical extent of the post-term covenant not to compete to Multi-Unit Operator's Development Area for all area franchises sold in the State of Indiana.

9. Section 12.3 of the Multi-Unit Development Agreement ("Injunction") will not apply to area franchises offered and sold in the State of Indiana.

10. Section 17.16 ("Punitive Damages") is deleted from the Multi-Unit Development Agreement.

11. Notwithstanding the terms of Section 9.3 of the Multi-Unit Development Agreement ("Indemnification"), Multi-Unit Operator will not be required to indemnify Franchisor and the

other Indemnitees for any liability caused by Multi-Unit Operator's proper reliance on or use of procedures or materials provided by Franchisor or caused by Franchisor's negligence.

Dated: _____

MULTI-UNIT OPERATOR:
If an entity:

_____
(Name of Entity)

By:_____
Its: _____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

MARYLAND ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document or Multi-Unit Development Agreement and will apply to all area franchises offered and sold under the laws of the State of Maryland:

1. The laws of the State of Maryland may supersede the Multi-Unit Development Agreement, including the areas of termination and renewal of the Area Franchise.

2. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Area Franchise.

3. Section 5.1 of the Multi-Unit Development Agreement shall be amended to add the following language at the end of the first paragraph:

   "Notwithstanding the foregoing, payment of the Development Fee shall be deferred until we have satisfied our pre-opening obligations and you have commenced operation of your first The Halal Guys Restaurant."

4. Section 17.14 of the Multi-Unit Development Agreement requires venue to be limited to New York. This provision is deleted from all Multi-Unit Development Agreements for residents of the State of Maryland and/or area franchises to be operated in the State of Maryland.

5. Section 17.26 ("Your Additional Acknowledgments") and the third paragraph of Section 18. 1 ("Submission of Agreement") are deleted from all Multi-Unit Development Agreements for residents of the State of Maryland and/or area franchises to be operated in the State of Maryland.

6. The following sentences are added at the end of the last paragraph of Section 3.3 of the Multi-Unit Development 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."

7. The following language is added to the last sentence of Section 17.5 of the Multi-Unit 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."

(Signature page follows.)

Dated: _____

MULTI-UNIT OPERATOR:
If an entity:

_____
(Name of Entity)

By:_____
Its: _____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

MINNESOTA ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Multi-Unit Development Agreement, the following provisions will supersede and apply:

1. The following language will appear at the end of Section 17.14 of the Multi-Unit 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 Multi-Unit Operator's rights as provided for in Minnesota Statutes, Chapter 80C, or Multi-Unit Operator's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction."

2. No release language set forth in the Multi-Unit 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 Multi-Unit Operators with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that multi-unit operator be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Multi-Unit Development Agreement.

4. Franchisor will protect Multi-Unit Operator's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify Multi-Unit Operator from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

5. Section 5.1 of the Multi-Unit Development Agreement shall be amended to add the following language at the end of the first paragraph:

   "Notwithstanding the foregoing, payment of the Development Fee shall be deferred until we have satisfied our pre-opening obligations and you have commenced operation of your first The Halal Guys Restaurant."

6. The second sentence of Section 10.3 of the Multi-Unit Development Agreement ("Enforcement of Confidentiality Covenant and 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."

7. The third and fourth sentences of Section 9.3 of the Multi-Unit 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."

8. Any claims arising under Minnesota Statutes, Chapter 80C must be brought within three years after the cause of action accrues.

Dated: _____

MULTI-UNIT OPERATOR:
If an entity:

_____
(Name of Entity)

By:_____
Its: _____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

NEW YORK ADDENDUM TO MULTI-UNIT 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 10.3 of the Multi-Unit Development Agreement 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. Section 5.1 of the Multi-Unit Development Agreement shall be amended to add the following language at the end of the first paragraph:

   "Notwithstanding the foregoing, payment of the Development Fee shall be deferred until we have satisfied our pre-opening obligations and you have commenced operation of your first The Halal Guys Restaurant."

3. The third and fourth sentences of Section 12.3 of the Multi-Unit 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."

Dated: _____

MULTI-UNIT OPERATOR:
If an entity:

_____
(Name of Entity)

By:_____
Its: _____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

NORTH DAKOTA ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Multi-Unit Development Agreement, the following provisions will supersede and apply:

1. The laws of the State of North Dakota supersede any provisions of the Multi-Unit Development Agreement or New York law if such provisions are in conflict with North Dakota law. The Multi-Unit Development Agreement will be governed by North Dakota law, rather than New York law, as stated in Section 17.13 of the Multi-Unit Development Agreement ("Governing Law").

2. Any provision in the Multi-Unit Development Agreement which designates jurisdiction or venue or requires the Multi-Unit Operator to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from Multi-Unit 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 Multi-Unit 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 5.1 of the Multi-Unit Development Agreement shall be amended to add the following language at the end of the first paragraph:

   "Notwithstanding the foregoing, payment of the Development Fee shall be deferred until we have satisfied our pre-opening obligations and you have commenced operation of your first The Halal Guys Restaurant."

5. Section 15.1 of the Multi-Unit 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 Multi-Unit Development Agreements used in the State of North Dakota.

6. Covenants restricting competition in the State of North Dakota, such as those found in Section 10.2 of the Multi-Unit 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. Section 17.14 of the Multi-Unit Development Agreement ("Venue") requires that the franchisee consent to the jurisdiction of courts in New York. This requirement is deleted from all Multi-Unit Development Agreements used in the State of North Dakota.

8. Section 17.16 of the Multi-Unit Development Agreement ("Punitive Damages") requires the franchisee to consent to a waiver of exemplary and punitive damages. This requirement is deleted from all Multi-Unit Development Agreements used in the State of North Dakota.

(Signature page follows.)

Dated: _____

MULTI-UNIT OPERATOR:
If an entity:

_____
(Name of Entity)

By:_____
Its: _____
(Title)

_____
(Print Name)

If an individual:
_____(Signature)

_____
(Print Name)

_____(Signature)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

RHODE ISLAND ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Multi-Unit Development Agreement, the following provisions will supersede and apply:

1. Any provision in the Multi-Unit Development Agreement which designates the governing law as that of any state other than the State of Rhode Island is deleted from Multi-Unit 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. Section 5.1 of the Multi-Unit Development Agreement shall be amended to add the following language at the end of the first paragraph:

   "Notwithstanding the foregoing, payment of the Development Fee shall be deferred until we have satisfied our pre-opening obligations and you have commenced operation of your first The Halal Guys Restaurant."

Dated: _____

MULTI-UNIT OPERATOR:
If an entity:

_____
(Name of Entity)

By:_____
Its: _____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

SOUTH DAKOTA ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

1. Section 5.1 of the Multi-Unit Development Agreement shall be amended to add the following language at the end of the first paragraph:

   "Notwithstanding the foregoing, payment of the Development Fee shall be deferred until we have satisfied our pre-opening obligations and you have commenced operation of your first The Halal Guys Restaurant."

Dated: _____

MULTI-UNIT OPERATOR:
If an entity:

_____
(Name of Entity)

By:_____
Its: _____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

VIRGINIA ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

1. Section 5.1 of the Multi-Unit Development Agreement shall be amended to add the following language at the end of the first paragraph:

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

Dated: _____

MULTI-UNIT OPERATOR:
If an entity:

_____
(Name of Entity)

By:_____
Its: _____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive

WASHINGTON ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT, DISCLOSURE ACKNOWLEDGEMENT STATEMENT, AND RELATED AGREEMENTS

Notwithstanding anything to the contrary set forth in the Multi-Unit Development Agreement, Disclosure Acknowledgement Statement and Related Agreements, the following provisions will supersede and apply:

1. In any arbitration or mediation involving an area 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, In addition, if litigation is not precluded by the Multi-Unit Development Agreement, a Multi-Unit Operator 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.

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

3. RCW 19.100.180 which may supersede the Area Development Agreement in your relationship with the Franchisor including the areas of termination and renewal of your area franchise. There may also be court decisions which may supersede the Multi-Unit Development Agreement in your relationship with the Franchisor including the areas of termination and renewal of your area franchise.

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

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

6. Section 5.1 of the Multi-Unit Development Agreement shall be amended to add the following language at the end of the first paragraph:

   "Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Multi-Unit 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."

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

8. 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 Multi-Unit Development Agreement or elsewhere are void and unenforceable in Washington.

Dated: _____

MULTI-UNIT OPERATOR:
If an entity:

_____
(Name of Entity)

By:_____
Its: _____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

WISCONSIN ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Multi-Unit 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 Multi-Unit Development Agreement.

2. That Act's requirement, including the requirements that, in certain circumstances, an Multi-Unit Operator 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 14 of the Multi-Unit Development Agreement ("Default and Termination") to the extent they may be inconsistent with the Act's requirements.

Dated: _____

MULTI-UNIT OPERATOR:
If an entity:

_____
(Name of Entity)

By:_____
Its: _____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

EXHIBIT A
DEVELOPMENT AREA

The following describes the Development Area within which Multi-Unit Operator may locate "The Halal Guys" Restaurant under this Agreement:

_____
_____
_____
_____
_____
_____
_____

APPROVED:

MULTI-UNIT OPERATOR	THE HALAL GUYS FRANCHISE INC.
By: _____	By: _____
Name: _____	Name: Ahmed Abouelenein
Title: _____	Title: Chief Executive Officer

EXHIBIT B
DEVELOPMENT SCHEDULE

The Agreement authorizes and obliges Multi-Unit Operator to establish and operate _____ (__) "The Halal Guys" Restaurants within the trade areas pursuant to a Franchise Agreement for each Restaurant. The following is Multi-Unit Operator's Development Schedule:

Minimum Cumulative Number of Restaurants to be located and Operating Within the Development Area	By this Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Totat: _____(___)

APPROVED:

MULTI-UNIT OPERATOR

By: _____
Name: _____
Title: _____

THE HALAL GUYS FRANCHISE INC.

By: _____
Name: Ahmed Abouelenein
Title: Chief Executive Officer

EXHIBIT C
OWNERSHIP OF MULTI-UNIT OPERATOR

The following is a list of all shareholders, partners, owners or other investors in Multi-Unit Operator, including all investors who own or hold a direct or indirect interest in Multi-Unit Operator, and a description of the nature of their interest:

Name	Percentage of Ownership/Nature of Interest
_____	_____% /_____
_____	_____%/_____
_____	_____%/_____
_____	_____%/_____

EXHIBIT D

FIRST FRANCHISE AGREEMENT TO BE EXECUTED BY MULTI-UNIT OPERATOR

[SEE FRANCHISE AGREEMENTAND ITS EXHIBITS
IN EXHIBIT A TO THE DISCLOSURE DOCUMENT]

EXHIBIT E
CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

NAME: _____
MULTI-UNIT OPERATOR: _____
HOME ADDRESS: _____

_____
HOME TELEPHONE: _____
CLASSIFICATION: _____
(Owner, Shareholder, Officer, Director, Attorney, Employee, Etc.)

_____ ("**Multi-Unit Operator**") is an Multi-Unit Operator of The Halal Guys Franchise Inc. ("**Franchisor**") pursuant to an Multi-Unit Development Agreement entered into by Multi-Unit Operator and Franchisor dated _____ (the "**Multi-Unit Development Agreement**"). I agree that, unless otherwise specified, all terms in this Agreement have those meanings ascribed to them in the Multi-Unit Development Agreement.

I agree that during the term of my employment by, ownership participation in, association with or service to Multi-Unit Operator, 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 Multi-Unit Operator and/or Franchisor which may be communicated to me ("**Confidential Information**"), and I will not divert any business to competitors of Multi-Unit Operator 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 Franchisor's system for establishing and operating The Halal Guys restaurants (the "**System**"); Franchisor's Confidential Operating Manual (as same may be amended from time to time, the "**Manual**"); 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 the 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 Multi-Unit Operator, 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 one year 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 Multi-Unit Development Agreement contemplates will be engaged in by Multi-Unit Operator 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 Halal Guys 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.

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 Multi-Unit Operator's Development Area, within twenty (20) miles of the boundaries of Multi-Unit Operator's Development Area, or within twenty miles of (or within) any other Development Area 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 Multi-Unit Operator 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) 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 Multi-Unit Operator for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Franchisor or Multi-Unit Operator (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 Multi-Unit Operator 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 Multi-Unit Operator 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 Multi-Unit Operator 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:

_____
Witness/Date

_____
(Signature)

_____
(Print Name)

_____
(Date)

EXHIBIT F

GUARANTEE OF THE HALAL GUYS FRANCHISE INC. DEVELOPMENT AGREEMENT

In consideration of the execution by Franchisor of the Multi-Unit Development Agreement (the "**Multi-Unit Development Agreement**") dated the _____ day of_____, _____, between The Halal Guys Franchise Inc. ("**Franchisor**") and _____ ("**Multi-Unit Operator**") 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 Multi-Unit Development Agreement and in any other agreement(s) by and between Multi-Unit Operator 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 Multi-Unit Development Agreement and any other agreement(s) by and between Multi-Unit Operator 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 Multi-Unit Development Agreement and any other agreement(s) by and between Multi-Unit Operator 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 Multi-Unit Development Agreement may be amended, compromised, released or otherwise altered by Franchisor and Multi-Unit Operator, and the undersigned do guarantee and promise to perform all the obligations of Multi-Unit Operator under the Agreement as so amended, compromised, released or altered; (b) any guarantor of or party to the Multi-Unit 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 Multi-Unit Operator may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; and, (d) Franchisor or any other person may deal in any manner with Multi-Unit Operator, any of the undersigned, any party to the Multi-Unit Development Agreement or any other person.

Should Multi-Unit Operator be in breach or default under the Multi-Unit Development Agreement or any other agreement(s) by and between Multi-Unit Operator and Franchisor, Franchisor may proceed directly against any or each of the undersigned without first proceeding against Multi-Unit Operator and without proceeding against or naming in such suit any other Multi-Unit Operator, signatory to the Multi-Unit Development Agreement or any others of the undersigned.

Notice to or demand upon Multi-Unit Operator or any of the undersigned shall be deemed notice to or demand upon Multi-Unit Operator 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 Multi-Unit Operator or any of the undersigned shall not relieve any other Guarantors from liability hereunder, under the Multi-Unit Development Agreement, or under any other agreement(s) between Franchisor and Multi-Unit Operator, 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 Multi-Unit Development Agreement or any other agreement(s) by and

between Multi-Unit Operator 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 Multi-Unit 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 Multi-Unit Development Agreement.

Attest:
By:_____ _____
Signature

_____
Printed Name
_____

_____
Address

Attest:
By:_____ _____
Signature

_____
Printed Name
_____

_____
Address

EXHIBIT D TO THE DISCLOSURE DOCUMENT
LIST OF FRANCHISEES AND MULTI-UNIT OPERATORS

(as of December 31, 2021)

Franchisees:

ARIZONA (3)	
AZCS 6 LLC 10275 W McDowell Rd. Avondale, AZ 85392 (623) 233-5244	AZCS 2 LLC 1818 W Montebello Ste 102 Phoenix, AZ 85015 (602) 789-3881
AZCS 1 LLC 1015 S Rural Rd Ste 104 Tempe, AZ 85281 (480) 275-7502	
CALIFORNIA (17)	
Halal or Nothing Group 1, LLC 3303 Bristol St Costa Mesa, California 92626 (714) 850-1080	Halal or Nothing Group 2, LLC 1804 Ximeno Avenue Long Beach, California 90815 (408) 610-9471
Halal or Nothing Group 3, LLC 3432 Wilshire Blvd Los Angeles, California 90010 (213) 480-7738	Halal or Nothing Group 4, LLC 11435 South St. Suite A9-B Cerritos, California 90703 (562) 402-0222
Halal or Nothing Group 5, LLC 201 N Brand Blvd #110 Glendale, California 91203 (818) 546-1926	Halal or Nothing Group 8, LLC 2883 Park Avenue Tustin, California 92782 (949) 771-9871
THG West 6 LLC 25526 Augustine Drive Santa Clara, CA 95054 (669) 342-5181	FOMO Eats Berkeley LLC 2126 Center St Berkeley, CA 94704 (510) 705-1158
Halal or Nothing Group 9, LLC 17416A Colima Rd Rowland Heights, CA 91748 (714) 888-2202	One Olive Holdings, LLC 81 Curtner Ave #20 San Jose, California 95125 (408) 610-9471
Fomo THG LLC 336 O'Farrell St San Francisco, California 94102 (415) 359-9418	FOMO EATS OAKLAND LLC 2214 Broadway Oakland, CA 94612 (510) 808-5062
THG West 4, LLC 500 1st St #7 Davis, CA 95616 (530) 746-2283	THG WEST 2, LLC 213 E 3rd Ave San Mateo, CA 94401 (650) 781-3745
FOMO Eats Fremont, LLC 43840 Pacific Commons Rd Fremont CA 94538 (510) 683-5710	THG West 3, LLC 328 W El Camino Real Sunnyvale, CA 94087 (408) 685-2181 THG West 3, LLC
Thomas Pham 55 S Madison Ave Pasadena, CA 91101 (626) 360-1331	
COLORADO (1)	

Kings of CO, LLC 14531 E Alameda Ave, Aurora, CO	
DISTRICT OF COLUMBIA (1)	
DuPont Grub, Inc. 1331 Connecticut Ave NW Washington, DC 20036 (254) 913-1631	
FLORIDA (4)	
United Family Restaurant, LLC 2268 S University Drive Davie, Florida 33324 (954) 812-8469	HALAL GUYS ORLANDO 1 INC. 688 North Alafaya Trail Suite 103 Orlando, Florida 32828 (714) 362-6627
United Family Restaurant III, LLC 6326 North Andrews Fort Lauderdale FL 33309 (407) 271-8606	Halal Guys Orlando 3, LLC 7025 County Road, 46 A, Lake Mary, FL, 32746
GEORGIA (3)	
The Halal Way GA LLC 4929 Buford Hwy NE Chamblee, Georgia 30341 (470) 268-8481	The Halal Way II GA LLC 95 8th St NW #200 Atlanta, GA 30309 (404) 748-4311
The Halal Way DU GA LLC 3455 Peachtree Way Duluth GA 30341 (404) 748-4311	
ILLINOIS (5)	
GRK II INC 5621 S La Grange Rd Country Side IL 60525 (708) 639-4184	GRK IV INC 172 N Wabash Avenue Chicago, Illinois 60601 (312) 374-1145
GRK INC 3616 Touhy Avenue Skokie, Illinois 60076 (847) 983-8989	GRK III INC 6474 N Sheridan Road Chicago, IL 60626 (773) 654-3883
GRK V INC 49 W Division St Chicago, IL 60610 (312) 465-2186	
MARYLAND (4)	
Rabi Ullah 891-A Rockville Pike Rockville, MD 20852 (301) 545-2988	THE HALAL GUYS BETHESDA, LLC 4917 Elm St Bethesda, Maryland 20814 (347) 527-1505
THG MD COL, LLC 10100 Twin Rivers Rd Columbia MD 21044 (667) 200-5188	THG GAITHERSBURG LLC 522 N. Frederick Avenue Gaithersburg MD 20877 (301) 407-1382
MASSACHUSETTS (2)	
Imran Asghar 137 Stuart St Boston, MA 02116 (857) 250-2279	Imran Asghar 15 White Street Cambridge, MA 02140
MICHIGAN (1)	
Mufid Farah	

26668 Ford Road Dearborn Heights, MI 48127	
NEVADA (3)	
Fomo THG LLC 3755 Spring Mountain Road #101 Las Vegas, Nevada 89102 (702) 848-6162	Desert Palace, INC. D/B/A Caesars Palace 3570 Las Vegas Blvd. South Las Vegas, Nevada 89109 (866) 227-5938
	FOMO Eats Venetian LLC 2239 N Rampart Blvd., Las Vegas, NV 89128
NEW JERSEY (7)	
Mouhammed Abuattieh, Khattab Abuattieh & Sami Shaban 621 NJ-18 East Brunswick, New Jersey 08816 (732) 254-2525	The Halal Way NJ LLC 72 Halsey St Newark, New Jersey 07102 (973) 877-3759
Mouhammed Abuattieh, Khattab Abuattieh & Sami Shaban 2317 US Route 22 Union, New Jersey 07083 (908) 623-3521	Mouhammed Abuattieh, Khattab Abuattieh & Sami Shaban 4 Teterboro Landing Drive Teterboro, New Jersey 07608 (201) 288-2525
THE HALAL WAY NJ NB LLC 37 Easton Ave Ste 150 New Brunswick, NJ 08901 (732) 354-3392	HGI Lawrenceville LLC 3371 US-1 Unit No 43B, Lawrence Township, NJ 08648
The Halal Way NJ II LLC 110 Edison Place Newark, NJ 07102	
NEW YORK (6)	
THE HALAL GUYS FARMINGDALE, LLC 901 Broadhollow Road, Farmingdale, New York 11735 (631) 815-5222	NYVA RESTAURANT GROUP, LLC 1595 Niagara Falls Blvd Amherst, NY 14228 (716) 248-2996
Halal Guys East Meadow LLC 2565 Hempstead Turnpike East Meadows NY 11554 (347) 527-1506	The Halal Way WP NY LLC 100 Main St. White Plains, NY 10601 (914) 290-5490
Vestal Capital LLC 4700 Vestal Parkway East Vestal, NY 13850 (607) 203-1137	The Halal Way Y NY LLC 1789 Central Park Ave. Yonkers, New York 10710
PENNSYLVANIA (4)	
Asim Chaudhry 150 W Dekalb Pike King of Prussia, Pennsylvania 19406 (484) 679-1444	Jung Ahn 1016 Race St Philadelphia, Pennsylvania 19107 (215) 925-2225
Asim Chaudhry 2550 Grant Ave #320, Philadelphia, PA 19114 (215) 613-6458	HG Group UC, Inc. 3816-36 Chestnut St Unit #36 Philadelphia PA 19104 (215) 925-2229
TEXAS (16)	
Danny Bui, Winston Phan, Tony Nguyen & Son Phung 5444 Lemmon Avenue Dallas, Texas 75209 (469) 729-9929	Masroor Fatany 3821 Farnham St Houston, Texas 77098 (713) 681-5465

Sanif Maredia, Nizar Momin, Firdos Prasla & Naseeruddin Ali 10111 Louetta Road, Suite 700 Houston, Texas 77070 (832) 717-9797	Danny Bui, Winston Phan, Tony Nguyen & Son Phung 746 Central Expressway, Suite 120 Richardson, Texas 75080 (214) 579-9540
Danny Bui, Winston Phan, Tony Nguyen & Son Phung 1811 Greenville Avenue, #145 Dallas, Texas 75026 (214) 377-9113	Masroor Fatany 11700 Westheimer Road, Suite H Houston, Texas 77077 (832) 243-6154
THG CARROLLTON Inc. 3432 E Hebron Pkwy Suite 114, Carrollton, TX 75010 (469) 986-1020	Shezad Jiwani 8448 Parkwood Blvd, Suite 100, Plano Dallas, Texas 75024 (214) 430-5244
THG Garden Oaks, LLC 3008 Ella Blvd Houston TX 77018 (832) 516-9026	THG Southlake Inc 3000 E Southlake Blvd Southlake, TX 76092 (817) 912-1412
Masroor Fatany 1709 Dryden Rd Houston Harris County TX 77030 (832) 409-5454	THG Champ LLC 1805 N Collins St #121, Arlington, TX 76011 Arlington TX 76014 (817) 583-6003
THG MAC LLC 7750 N MacArthur Blvd STE 130 Irving TX 75063 (469) 917-9213	THG 609 Main LLC 609 Main St, Houston, TX 77002
THG KATY LLC 23703 Cinco Ranch Blvd Suite B, Katy, Texas,77494	HG PEARLAND LLC SERIES 10621 Broadway St STE 109, Pearland TX 77584
VIRGINIA (7)	
Khurram Burney & Nadir Gilliani Springfield Plaza 6304 Springfield Plaza Springfield, Virginia 22150 (571) 282-3444	IA Consumer Brands Inc 2670 Avenir Place Vienna, Virginia 22180 (703) 560-0496
Khurram Burney & Nadir Gilliani 10625 Braddock Road Fairfax, Virginia 22032 (703) 825-7370	Tysons Grub Inc. 7943L Tysons Corner Center McLean, Virginia 22102 (703) 891-8020
IA Consumer Brands Inc 44060 Pipeline Plaza, Ashburn, VA 20147 (571) 291-9651	The Halal Guys Alexandria LLC 3167 Duke St Alexandrea VA 22314 (703) 567-6569
The Halal Guys Manassas LLC 11760 Sudley Manor Drive Manassas, VA 20109 (571) 379-5897	
WASHINGTON (2)	
NORTHWEST HALAL, LLC 105 Yesler Way Seattle WA 98104 (206) 467-1178	Northwest Halal SLU LLC 333 8th Avenue N Seattle, WA 98109 (206) 257-5471

Franchisees whose outlet opened between December 31, 2021 and the issuance date of this disclosure document:

GEORGIA (1)
The Halal Way BU GA LLC 2925 Buford Drive, Suite 1210 Buford GA 30519
NEW JERSEY (1)
HGI Fort Lee LLC 150 Linwood Plaza, Fort Lee NJ 07024
PENNSYLVANIA (1)
3E Franchising LLC 3621 Forbes Avenue Pittsburgh, PA 15213

Franchisees who had signed an agreement, but whose outlet had not yet opened as of December 31, 2021:

TEXAS (1)
ACG Concepts LLC 1250 Wedgewood Drive Sugar Land, Texas 77478 (281) 235-3877 Restaurant...TBD
MISSOURI (1)
IHT LLC 8912 N. Tipton Avenue Kansas City, MO 64153 Restaurant… TBD

Multi-Unit Operators:

(as of December 31, 2021)

CALIFORNIA (4)	
FOMO THG LLC 555 4th St San Francisco, California 94107 (949) 370-7747	Sangha and Sons Foods Inc Raj Sangha 11234 Juneberry Lane Fontana, California 92337 909-241-7476
Halal or Nothing, LLC Thomas Pham 714 West Olympic Boulevard, Suite 917 Los Angeles, California 90015 (408) 781-2466	One Olive Holding, LLC Patrick Mock 21701 Stevens Creek Boulevard, #2796 Cupertino, California 95015 (408) 890-6625
COLORADO (1)	
Kings of CO LLC Kevin Than, Chris Bui 9070 E Phillips Ln Centennial, Colorado 80112 303-505-1452	
CONNECTICUT (1)	
The Halal Way CT LLC 9 Cook Circle Trumbull, Connecticut 06611 (646) 573-6168	
FLORIDA (2)	
HG Orlando LLC 10469 Down Lakeview Circle Windhermer, Florida 34786 (714) 362-6627	SAK Family Restaurant, Inc 15636 SW 17th St Davie, Florida 33326 (954) 288-7930
GEORGIA (1)	
The Halal Way GA LLC 106-24 79th St Ozone Park, New York 11417 (646) 573-6168	
MARYLAND (1)	
Rabi Ullah 18266 Channel Ridge Court Leesburg, Virginia 20176 (703) 507-3244	
MASSACHUSETTS (1)	
Imran Asghar 225 Martin Drive Syosset, New York 11791 (646) 203-3383	
MISSOURI (1)	
IHT LLC 8912 N. Tipton Ave Kansas City, MO 64153 Missouri 832-768-4706	
NEW JERSEY (2)	
Khattab Abuattieh, Mouhammed Abuattieh Sami Shaban	The Halal Way NJ LLC 1607 Williamsbridge Road

14 Woodfield Court Princeton, New Jersey 08540 (507) 319-4644	Bronx, New York 10461 (646) 573-6168
ILLINOIS (1)	
GRK INC 3616 Touhy Avenue Skokie, Illinois 60076 (847) 983-8989	
OHIO (1)	
Smart Choice Halal Food LLC Mohamed Alwah 26737 Timber Trl Dearborn Heights, Michigan 48127	
PENNSYLVANIA (4)	
HG Group Inc. 5642 N. 5th Street Philadelphia, Pennsylvania 19120 (856) 219-9479	3E Franchising LLC Henry Wang 61 Melwood Ave Pittsburgh, PA 15213 412-487-6048
Asim Chaudhry 401 Bismark Way King of Prussia, Pennsylvania 19406 (570) 401-7319	PT11 LLC 3133 N Oakland Avenue Milwaukee, Wisconsin 53211 (714) 800-0636
TEXAS (4)	
Shezad Jiwani 4356 Live Springs Road Frisco, Texas 75034 (817) 793-8292	Masroor Fatany 11010 Black Falls Court Sugar Land, Texas 77498 (281) 701-7477
Danny Bui, Winston Phan, Tony Nguyen, Son Phung 3990 Vitruvian Way, #1261 Addison, Texas 75001 (469) 688-6658	
Shaheed Kajani ACG Concepts LLC 1250 Wedgewood Drive Sugar Land, Texas 77478 (281) 235-3877	
VIRGINIA (2)	
IA CONSUMER BRANDS, INC 8116 Arlington Blvd Falls Church, VA 22042	Khurram Burney and Nadir Gillani 6815 Castleton Drive Fredericksburg, Virginia 22407 (540) 891-7590
WASHINGTON STATE (1)	
UMAI HOSPITALITY GROUP LLC 222 Broadway, Unit 804 Oakland, California 94607 (510) 207-0509	

(for the period of December 31, 2021 through the issuance date)

NORTH CAROLINA
Urban Eatery INC 336- 314- 8075 14 oak Branch Dr. Ste A, Greensboro, NC 27407

EXHIBIT E TO THE DISCLOSURE DOCUMENT
FRANCHISEES AND MULTI-UNIT OPERATORS
WHO HAVE LEFT THE SYSTEM

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

(as of December 31, 2021)

Name	Last Known Address	Last Known Telephone Number	Reason
California (1)			
Thomas Pham, Alvin Wong, Andrew Chen, Philip Hoang	714 West Olympic Boulevard, Suite 918 Los Angeles, California 90015	(408) 781-2466	1 outlet ceased operations for other reasons.
Connecticut (1)			
Jack Yeung, Moynul Chowdhury, Nishad Hoque, Nazmul Huda, Mohammad Rashed	PO Box 170294 Ozone Park, NY 11417	(646) 573-6168	1 outlet ceased operations for other reasons

(for the period of December 31, 2021 through the issuance date)

Name	Last Known Address	Last Known Telephone Number	Reason
N/A	N/A	N/A	N/A

EXHIBIT F TO THE DISCLOSURE DOCUMENT
TABLE OF CONTENTS OF CONFIDENTIAL OPERATIONS MANUAL

Table of Contents

Topic Page

1.0 Nondisclosure Agreement 19

1.1 The Halal Guys Operation Expectations

1.1-1 Hours of Operation 25

1.1-2 Minimum Staffing 26

1.2 Orientation 27

1.2-1 FAQ A Brief History 28

1.2-2 Hospitality & Our Service 29

1.2-3 Our Food and Our Menu 30

1.2-4 Initial Training & What We Expect 33

1.3 Management Training Program 34

1.3-1 Training Program 34

1.3.1-1 Initial Training 35

1.3.1-2 Additional On- Site Training 37

1.3.1-3 Refresher Training 38

1.3.1-4 Franchisee Meetings 39

1.3-2 Introduction to Training Program 40

1.3-3 Training Schedule 42

1.3.3-1 Week One 44
1.3.3-2 Week Two 45
1.3.3-3 Week Three 46
1.3.3-4 Week Four 47
1.3-4 The Halal Guys Restaurant's Standard Team Chart 48
1.3-5 Team Roles 49
1.3-6 The Halal Guys Job Descriptions
1.3.6-1 Director of Operation 51
1.3.6-2 District Manager 52
1.3.6-3 General Manager 53
1.3.6-4 Asst. General Manager 54
1.3.6-5 Certified Trainer 55
1.3.6-6 Shift Runner 57
1.3.6-7 Service Line Positions 59
1.3.6-8 Prep & Cook 62
1.3-7 Employee Handbook 66

1.4 Job Aid Book 84
1.4-1 Career Path 85
1.4.1-1 Videos & Online Test Links 86
1.4.1-2 Orientation Checklist 87
1.4.1-3 Kitchen System Checklist 88
1.4.1-4 Prep & Production Checklist 89

1.4.1-5 Service Line Positions Checklist 91
1.4.1-6 Cashier Position Checklist 92
1.4.1-7 Safety & Sanitation Checklist 93
1.4.1-8 Shift Runner Checklist 94
1.4.1-9 Management Checklist 95
1.4-2 Key Practices 97
1.4.2-1 The Basics 98
1.4.2-2 Our Core Values 101
1.4.2-3 Uniform Standard 102
1.4.2-4 Customer Service
1.4.2.4-1 Steps of Service 103
1.4.2.4-2 Four Points of Guest Contact 104
1.4.2.4-3 Using Polite Terminology 106
1.4.2.4-4 How To "Read" Your Customers 107
1.4.2.4-5 Forbidden Phrases 108
1.4.2.4-6 Let's Talk Telephone 110
1.4.2.4-7 Helping Unhappy Customers 111
1.4.2.4-8 Speed of Service 113
1.4.2-5 Suggestive Sales 114
1.4.2-6 Menu Descriptions 116
1.4.2-7 Platter & Sandwich Pictures and Builds 119
1.4.2-8 The Halal Guys Clock 123
1.4.2-9 Toppings' Places & Side Order 126

1.4.2-10 Labeling Product 128
1.4.2-12 Frequent Questions and Answers 129
1.4.2-11 Chicken & Gyro Chop Size 130
1.4.2-13 Shelf Life Chart 134
1.4.2-14 Ideal Temperature Chart 135
1.4.2-15 Portion Chart 136
1.4.2-16 Kitchen Terminology 137

1.4-3 Master Recipe Book 138

1.4.3-1 Minced Ginger 139
1.4.3-2 Rice Cooking 141
1.4.3-3 Chicken Marination 144
1.4.3-4 Cooking Chicken 146
1.4.3-5 Slicing & Cooking & Cooling Gyro 151
1.4.3-6 Pita Bread Heating 157
1.4.3- 8 Tomato Prep 158
1.4.3- 9 Green Pepper Prep 159
1.4.3-10 Onion Prep 160
1.4.3-11 Platter & Sandwich Assembly 161
1.4.3.11-1 Chicken Platter 162
1.4.3.11-2 Gyro Platter 164
1.4.3.11-3 Falafel Platter 166

1.4.3.11-4 Combo Platter 167
1.4.3.11-5 Chicken and Gyro Sandwich 169
1.4.3.11-6 Falafel Sandwich 171
1.4.3-12 Special Side Items 173
1.4.3.12-1 Falafel.....174
1.4.3.12-2 Tahini Sauce 175
1.4.3.12-3Fries 176
1.4.3.12-4 Hummus 177
1.4.3.12-5 Baba Ghanoush 178
1.4.3.12-6 Sauce Bottles 179
1.4.3.12-7 Jalapeño & Olives 180
1.4.3.12-8 Baklava 181
1.4.3.12-9 Chocolate Chip Cookies 182
Botrista Machine 186
1.4-4 Safety and Sanitation 199
1.4.4-1 Hand washing 200
1.4.4-2 Knife Safety 202
1.4.4-3 Eight Steps to Safe Lifting 204
1.4.4-4 Preventing Slip and Falls 205
1.4.4-5 Food Safety 206
1.4.4-6 Five Keys to Safer Food..... 211
1.4.4.6-1 Keep Clean 213
1.4.4.6-2 Separate Raw and Cooked Food 214

1.4.4.6-3 Cook Thoroughly 215
1.4.4.6-4 Keep Cold and Hot Food at Safe Temperatures 216
1.4.4.6-5 Use Safe Water and Raw Materials 217
1.4.4-7 Labeling of Product 218
1.4.4-8 Dish washing Practices 220
1.4.4-9 Red Sanitizer Buckets 222
1.4.4-10 Kitchen Equipment 223
1.4.4-11 Cleaning and Sanitation 226
1.4.4-12 Trash Removal Procedure 232
1.4.4-13 Deep Cleaning Schedule 233
1.4.4-14 Safe Way to Deep Clean Equipment 235
1.4.4-15 Clean-Up of Vomiting and Diarrheal Events 246
1.4.4-16 Checklist: Clean-Up of Vomiting and Diarrheal Events 247
1.4.4-17 Handling Staff Illnesses 248
1.4.4-18 Serv safe Study Guide Overview
1.4.4.18-1 Food Handler 249
1.4.4.18-2 Manager 253

1.4-5 Shift Runner Functions 258
1.4.5-1 Pre-Opening Duties 259
1.4.5-2 During Shift (How to Focus All Day Long) 263
1.4.5-3 Pre-Hand Over 265

1.4.5-4 Closing Shift Duties 266

1.4.5-5 Customer Complaint Action Plan 268

1.4.5-6 Customer Incidents and Injuries 269

1.4.5-7 Storage & Shift Cards 270

1.4.5-8 Inventory & Waste Controls 271

1.4.5-9 How to Assign the Cash Drawer & Change Shift (Revel) 272

1.4.5-10 Offline Mode Manual (Revel) 277

1.4-6 Standard Operating Forms 278

Prep Station Checklist 279

Service Line Opening & Closing Checklist 281

Cashier Opening & Closing Checklist 283

Cooking Line Opening & Closing Checklist 285

Daily Facility Checklist 287

Prep Sheet 296

Line Check Form 297

1.46-7 Shift Card 298

1.4.8 Food Order & Inventory Guide 299

1.4.6-9 Incident Report 301

1.4.6-10 Cash Clarification Report 302

1.4.6-11 Equipment Temperature Log 303

1.4.6-13 Pre-Rush & Post Rush Checklist 304

1.4.6-14 Foodborne Illness Questionnaire ..... ……..306

1.4.6-15 Food Safety Checklist (Weekly) 307

1.4.6-16 Cooling Temperature Log 312

1.4.6-17 Receiving Log 313

1.5 Managing Restaurant Operations 314

1.5-1 Quality Standards 315

1.5-2 Production Planning 316

1.5-3 Purchasing 317

1.5-4 Receiving 318

1.5-5 Storage 319

1.5-6 Inventory and Waste Controls 320

1.5-7 Forecasting Sales 324

1.5-8 Gross Profit Cost Management 325

1.5-9 Profit & Loss Statement 331

1.5-10 Theft Prevention 332

1.5-11 The Restaurant Safety and Security Tips 336

1.5-12 Hiring and Interviewing 339

1.5.12-1 Essential Job Functions 340

1.5.12-2 Successful Behavior Based Interviewing 341

1.5.12-3 Job Specific Questions 347

1.5-13 Hiring and Training 352

1.5-14 Coaching and Counseling Team Member 354

1.5.14-1 The Difference Between Coaching & Counseling 355
1.5.14-2 Counseling and Terminations 356
1.5.14-3 The Counseling Session 358
1.5.14-4 Terminations 360

1.6 The Halal Guys Catering Operation 365
1.6-1 What Do We Offer? 366
1.6-2 Door to Door (Drop-Off or Pick-Up) Prepping 367
1.6-3 Special Events Catering (Full Service) & Required Equipment 368
1.6-5 Special Events Catering Prepping 369
1.6-6 Important Prepping and Cooking Notes 369
1.6-7 Catering Food Safety 370
1.6-8 Loading 371
1.6-9 Setting Up 372
1. 6-10 Serving 373
1. 6-11 Breaking Down & Return 374
1.6-12 Catering-Step by Step Guide 375
1.6-13 Following Up & Catering E-Mail Template 376
1.6-14 How to Increase Catering Sales 378
1.6-15 Frequently Asked Catering Questions 381
1.6-16 Catering Forms 383
1.6-17 Customer Safety Acknowledgment 386

1.7 Crisis Management & Communications 387

1.7-1 Overview 388
1.7-2 Crisis Management System 389
1.7.2-1 Crisis Management Procedures 390
1.7.2-2 Media Relations
1.7.2-3 Crisis/Incident Reporting Hotline
1.7.2-4 Crisis Response Team
1.7.2-5 Crisis Support Team
1.7.2-6 Field Executives
1.7.2-7 Executive Support Team
1.7-3 Food Poisoning/Food-Related Injuries/Infectious Diseases 393
1.7.3-1 Hepatitis 395
1.7.3-2 Illness / Injury Complaints Checklist 397
1.7-4 Natural Disasters
1.7.4-1 Overview 399
1.7.4-2 Disaster Preparedness Checklist 400
1.7.4-3 Floods & Hurricanes/ POS Protection 401
1.7.4-4 Tornadoes 404
1.7.4-5 Earthquakes 406
1.7.4-6 Pandemic 407
1.7.4-7 Post Disaster Checklist 409
1.7-5 Single Restaurant Incidents: (Robbery, Theft, Fire, Etc.) 413
1.7-6 Product Incident 414
1.7-7 Boycotts and Protests 416

1.7-8 Community Unrest & Rumor Control....417
1.7-9 Acts of Terrorism....418
1.7-10 Restaurant Bomb Threat Procedures....419
1.7-11 Emergency Contact Information....421

1.8 Managing Marketing Efforts....423
1.8-1 Real Estate & New Store Opening....424
1.8-2 Overview/Instructions Swot Analysis and LSM....425
1.8.2-1 Management Feedback Intro and Form....426
1.8.2-2 Marketing and Catering Sales/Group Sales/Banquets History Intro and Forms....434
1.8.2-3 Competitive Situation and Menu Collection....438
1.8.2-4 Traffic Generators/Group Sales/Banquets Contacts....440
1.8.2-5 Checklist....442
1.8.2-6 The Halal Guys: Brand Positioning Brief....446
1.8.2-7 The Halal Guys: Voice/Tone & Manner Brief....448

1.9 Food Safety Plan HACCP-Based Standard Operating Procedures....450
1.9-1 Cleaning and Sanitizing Food Contact Surfaces....451
1.9-2 Controlling Time and Temperature During Preparation....453
1.9-3 Cooking Potentially Hazardous Foods....455
1.9-4 Cooling Potentially Hazardous Foods....456
1.9-5 Date Marking and Ready-to-Eat, Potentially Hazardous Food....458
1.9-6 Handling a Food Recall....460

1.9-7 Holding Hot and Cold Potentially Hazardous Foods 462

1.9-8 Personal Hygiene 464

1.9-9 Personal Hygiene Policy and Procedure 464

1.9-10 Preventing Cross-Contamination During Storage and Preparation..467

1.9-11 Receiving Deliveries 469

1.9-12Reheating Potentially Hazardous Foods 470

1.9-13 Serving Food 471

1.9-14 Storing and Using Poisonous or Toxic Chemicals 473

1.9-15 Transporting Food to Remote Sites (Satellite Kitchens) 475

1.9-16 Using and Calibrating Thermometers 477

1.9-17 Using Suitable Utensils When Handling Ready-to-Eat Foods 479

1.9-18 Using Time Alone as a Public Health Control to Limit Bacteria Growth in Potentially Hazardous Foods 480

1.9-19 Washing Vegetables 482

1.9-20 Washing Hands 483

1.9-21 Safe Food Transportation, Storage, and Handling for all Child Nutrition Programs 485

1.9-22 HACCP-Based Standard Operating Record Keeping 486

1.9.31-1 Foodborne Illness Questionnaire 487

1.9.31-2 Food Safety Checklist (Weekly) 488

1.9.31-3 Cooling Temperature Log.....493

1.9.31-4 Receiving Log.....494

1.10 Train the trainer.....495

1.10-1 Introduction.....496

1.10-2 In-Store Trainer Job Description 497
1.10-3 Leadership Principles 499
1.10-4 Leadership Styles 500
1.10-5 Emotional Intelligence and Leadership 501
1.10-6 Communication Is the Key to Leadership 502
1.10-7 How Trainees Learn 506
1.10- 8 Learning Retention 507
1.10-9 Factors That Help Learning 508
1.10-10 Four Step Training Method 509
1.10-11 Four Stages of Learning 514
1.10-12 Assessing the Trainee 515
1.10-13 Required Competencies 516
1.10-14 How and When to Correct Trainees 517
1.10-15 Providing Constructive Feedback 518
1.10-16 Challenging Trainees 520
1.10-17 Preparing for a Shadow Training Shift 521
1.10-18 Conducting a Food Tasting 522
1.10-19 Training Evaluations 523

1.11 Serv Safe Test Practices 530
1.11-1 Serv Safe Practice Test Benefits 531
1.11-2 Food Handler Practices 533
1.11-3 Manager Practices 534

1.12 Revel Onboarding Playbook....548
1.12-1 Timeline Until Go-Live....549
1.12-2 Key Dates to Schedule....552
1.12-3 Management Console and Front-End Webinar Training....553
1.12-4 Set Up Payments....555
1.12-5 Hardware and Software Selection....556
1.12-5.1 Network Topology Example....557
1.12.6 Pre-Go-Live Site Readiness....557
1.12-6.1 Infrastructure Requirements....558
1.12.-6.2 Preparing for Installation....558
1.12-7 System Settings....559
1.12.7-1 Management Console: Enterprise and Establishment....560
1.12.7-2 Hardware & Printer Settings....560
1.12-8 Implementation & Go-Live....561
1.12.8-1 Sign-Off....561
1.12.8-2 Ongoing Support....562
1.12-9 Additional Contacts....562
1.12- 10 POS How To's....564
1.12-10-1 Catering Package Flow on Pos....565
1.12-10-2 Customer Loyalty Program on Pos....568
1.12-10-3 SVS Gift Card with Revel Pos....574
1.12-10-4 Cash out Dollar Amount with Revel Pos....579
1.12.11 Online Ordering (OLO) Expo Display....582
1.12.12 Third Party Aggregator with Chowly....585
1.12.13 Additional Links....593
1.13 The Halal Guys Brand Standards....595
1.13-1 The Halal Guys....596
1.13-2 Logo Wordmark....598
1.13-3 Colors....599
1.13-4 Typography....600
1.13-5 Illustratration Elements....601
1.13-6 New York City Sky Line....602
1.13-7 Screen Cloud....603
1.13-8 Take Out Menu....604
1.13-9 Nutrition Men....605

1.14 Real Estate 607
1.14-1 Real Estate Overview 608
1.14-2 Real Estate Brochure 610
1.14-3 Site Selection Criteria 621
1.14-4 Preliminary Site Approval Process 622
1.14-5 Preliminary Site Submittal Package 623
1.14-6 Decision Logic & Narrative 627
1.14-7 Restaurant Trends Report 629
1.14- 8 Final Docs Required for Approval 630
1.14-9 Final SSP Document 631
1.15 Construction 634
1.15- 1 Construction Overview 635
1.15- 2 Start Up Checklist 636
1.15- 3 Project Directory 637
1.15-4 Weekly Update Form 638
1.15-5 Guide to Install Wall Graphics 640
1.15- 6 Level 5 Finish Instructions to Prep for Wall Graphics 641
1.15- 7 Procedure to Follow for Concrete Floor Graphics 671
1.16 The Design Guide 673
1.16-1 Contact List 674
1.16-2 Store Prototype 677
1.16-3 Photos 678
1.16-4 Elevations 689
1.16-5 Floorplan: Graphics 694
1.16-6 Floorplan: Fixtures & Furnishings 695
1.16-7 Floorplan: Finishes 696
1.16-8 Overview 697
1.16- 9 Furnishings 698
1.16-10 Lighting 714
1.16-11 Finish Schedule 716
1.16-12 Interior Signage & Graphics 726
1.16-13 Wellness Signage & Fixtures 740
1.16-14 Exterior Signage 745
1.16-15 Drive Thru 750
1.16-16 Appendix 757
Franchise Sign off receipt of Operations Manual 859

EXHIBIT G TO THE DISCLOSURE DOCUMENT
MULTI-STATE ADDENDUM

CALIFORNIA APPENDIX

1. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise. If the Franchise Agreement and Multi-Unit Development Agreement contains provisions that are inconsistent with the law, the law will control.

2. The Franchise Agreement and Multi-Unit Development Agreement provide 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 and Multi-Unit Development Agreement contain covenants not to compete which extend beyond the termination of the agreements. These provisions may not be enforceable under California law.

4. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.

5. Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 79a et seq., suspending or expelling such persons from membership in such association or exchange.

6. The Franchise Agreement and Multi-Unit Development Agreement require any litigation concerning the agreement to be brought in a court in New York and be governed by the laws of New York. The litigation will occur in New York with the costs being borne by the franchisee and franchisor. 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) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

7. The Franchise Agreement and Multi-Unit Development Agreement require application of the laws of New York. This provision may not be enforceable under California law.

8. You must sign a general release if you renew or transfer your franchise. California Corporation Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

9. 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.

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

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. OUR WEBSITE www.thehalalguysny.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

13. Item 5 of the Disclosure Document is hereby amended by the addition of the following language:

The State of California requires us to defer the payment of all fees paid to the franchisor before the business opens until we have fulfilled our material preopening obligations to you. Accordingly, you need not pay the Initial Franchise Fee, Development Fee (if applicable) or other initial fees to us until your first The Halal Guys Restaurant commences doing business, by which time we will have fulfilled our initial obligations to you under the Franchise Agreement or Area Development Agreement (as applicable).

ADDENDUM REQUIRED BY THE STATE OF ILLINOIS

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the franchise agreement which designates jurisdiction or venue outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your right upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

Item 5 of the Disclosure Document is hereby amended by the addition of the following language:
The State of Illinois requires us to defer the payment of all fees paid to the franchisor before the business opens until we have fulfilled our material preopening obligations to you. Accordingly, you need not pay the Initial Franchise Fee, Development Fee (if applicable) or other initial fees to us until your first The Halal Guys Restaurant commences doing business, by which time we will have fulfilled our initial obligations to you under the Franchise Agreement or Area Development Agreement (as applicable).

STATE ADDENDUM FOR THE STATE OF INDIANA

1. To be added to Item 3 of the Disclosure Document, is the following statement:

There are presently no arbitration proceedings to which the Franchisor is a party.

2. Item 17 of the Disclosure Document is amended to reflect the requirement under Indiana Code 23-2-2.7-1 (9), which states that any post term non-compete covenant must not extend beyond the franchisee's exclusive territory.

3. Item 17 is amended to state that this is subject to Indiana Code 23-2-2.7-1 (10).

4. Under Indiana Code 23-2-2.7-1 (10), jurisdiction and venue must be in Indiana if the franchisee so requests. This amends Article 24 of the Franchise Agreement and Section 17 of the Multi-Unit Development Agreement.

5. Under Indiana Code 23-2-2.7-1 (10), franchisee may not agree to waive any claims or rights.

ADDENDUM REQUIRED BY THE STATE OF MARYLAND

This will serve as the State Addendum for the State of Maryland for The Halal Guys Franchise Inc.'s Franchise Disclosure Document and for its Franchise and Multi-Unit Development Agreements. The amendments to the Franchise and Multi-Unit Development Agreements included in this addendum have been agreed to by the parties.

1. Special Risks to Consider About *This* Franchise:

Supplier Control. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

2. Item 17 of the Disclosure Document is amended to state that 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.

3. Item 17 of the Disclosure Document is amended to state that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Item 17 of the Disclosure Document is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

5. Item 17 of the Disclosure Document is amended to state that the provisions in the Franchise Agreement and Multi-Unit Development Agreement which provide for termination upon bankruptcy of the franchisee/multi-unit operator may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

6. The appropriate sections of the Franchise Agreement and Multi-Unit Development Agreement are amended to permit a franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

7. The appropriate sections of the Franchise Agreement and Multi-Unit Development Agreement are amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

8. The appropriate sections of the Franchise Agreement and Multi-Unit Development Agreement are amended to state that 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.

9. The Franchise Agreement, Multi-Unit Development Agreement and Franchisee Disclosure Acknowledgment Statement are amended to include the following statement: "All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

10. Item 5 of the Disclosure Document is hereby amended by the addition of the following language:

The State of Maryland requires us to defer the payment of all fees paid to the franchisor before the business opens until we have fulfilled our material preopening obligations to you. Accordingly, you need not pay the Initial Franchise Fee, Development Fee (if applicable) or other initial fees to us until your first The Halal Guys Restaurant commences doing business, by which time we will have fulfilled our initial obligations to you under the Franchise Agreement or Area Development Agreement (as applicable).

DISCLOSURE REQUIRED BY THE STATE OF MICHIGAN

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

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty (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 five (5) years, and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising

or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months' advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

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

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

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

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

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

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

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

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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, franchisee has the right to request an escrow arrangement.

Any questions regarding this notice should be directed to:

Consumer Protection Division
Attn: Marilyn McEwen
525 W. Ottawa Street, 6th Floor
Lansing, Michigan 48933
(517) 373-7117

ADDENDUM FOR THE STATE OF MINNESOTA

This addendum to the Disclosure Document effectively amends and revises said Disclosure Document and the Franchise Agreement and Multi-Unit Development Agreement as follows:

1. Item 13 of the Disclosure Document, Article 9 of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein:

> "In accordance with applicable requirements of Minnesota law, Franchisor shall protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or shall indemnify Franchise from any loss, costs or expenses arising out of any claim, suit or demand regarding such use."

2. Item 17 of the Disclosure Document, Articles 3 and 17 of the Franchise Agreement and Section 14 of the Multi-Unit Development Agreement are amended by the addition of the following language to the original language that appears therein:

> "Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Stat. Sec. 80c.14, Subd.3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Disclosure Document."

3. Item 17 of the Disclosure Document and the appropriate sections of the Franchise Agreement and Multi-Unit Development Agreement are amended by the addition of the following language to the original language that appears therein:

> "Minn. Stat. Sec. 80C.21 and Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of the 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 jurisdiction."

4. Item 17 of the Disclosure Document and the appropriate sections of the Franchise Agreement and Multi-Unit Development Agreement are amended by the addition of the following language to the original language that appears therein:

> "Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release."

5. Any reference to liquidated damages in the Franchise Agreement is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits requiring you to consent to liquidated damages.

6. The appropriate sections of the Franchise Agreement, Multi-Unit Development Agreement and Area Representative Agreement are hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits waiver of a jury trial.

7. The appropriate sections of the Franchise Agreement and Multi-Unit Development Agreement regarding Limitations of Claims are hereby amended to comply with Minn. Stat. §80C.17, Subd. 5.

8. Item 6, Insufficient Fund Fees: NSF fees are governed by Minnesota Statute 604.113; which puts a cap of $30 on a NSF check. This applies to everyone in Minnesota who accepts checks except banks.

9. Under Minn. Rule 2860.440J, the franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required. The appropriate sections of the Franchise Agreement and Multi-Unit Development Agreement are hereby amended accordingly.

ADDENDUM REQUIRED BY THE DEPARTMENT OF LAW OF THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

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

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

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

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

The State of New York requires us to defer the payment of all fees paid to the franchisor before the business opens until we have fulfilled our material preopening obligations to you. Accordingly, you need not pay the Initial Franchise Fee, Development Fee (if applicable) or other initial fees to us until your first The Halal Guys Restaurant commences doing business, by which time we will have fulfilled our initial obligations to you under the Franchise Agreement or Area Development Agreement (as applicable).

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

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

ADDENDUM REQUIRED BY THE STATE OF NORTH DAKOTA

This addendum to the Disclosure Document, Franchise Agreement and Multi-Unit Development Agreement effectively amends and revises said documents as follows

1. Item 17(c) of the Disclosure Document, Articles 3 and 14 of the Franchise Agreement and Section 11 of the Multi-Unit Development Agreement are hereby amended to indicate that a franchisee shall not be required to sign a general release.

2. Covenants not to compete are generally considered unenforceable in the State of North Dakota, in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law. Item 17(r) of the Disclosure Document, Article 10 of the Franchise Agreement and Section 10 of the Multi-Unit Development Agreement are amended accordingly.

3. Item 6 and Item 17(i) of the Disclosure Document and Article 18 of the Franchise Agreement requires the franchisee to consent to termination or liquidated damages. Since the Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, these provisions are hereby deleted in each place they appear in the Disclosure Document and Franchise Agreement used in North Dakota.

4. Item 17(u) of the Disclosure Document, Article 24 of the Franchise Agreement and Section 17 of the Multi-Unit Development Agreement are amended to provide that litigation shall be held at a site that is agreeable to all parties.

5. Item 17(v) of the Disclosure Document and the provisions of Article 24 of the Franchise Agreement and Section 17 of the Multi-Unit Development Agreement which require jurisdiction of courts in New York County, New York are deleted.

6. Item 17(w) of the Disclosure Document, Article 24 of the Franchise Agreement and Section 17of the Multi-Unit Development Agreement are amended to indicate that the agreements are to be construed according to the laws of the State of North Dakota.

7. Apart from civil liability as set forth in Section 51-19-12 N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents. Therefore, North Dakota franchisees will not be required to waive their rights under North Dakota law.

8. The provisions of Article 19 of the Franchise Agreement and Section 17 of the Multi-Unit Development Agreement which require a franchisee to consent to (1) a waiver of trial by jury and (2) a waiver of exemplary and punitive damages are contrary to Section 51-19-09 of the North Dakota Franchise Investment Law and are hereby deleted.

9. The provisions of Article 24 of the Franchise Agreement and Section 17 of the Multi-Unit Development Agreement which require a franchisee to consent to a limitation of claims are hereby amended to state that the statute of limitations under North Dakota law applies.

10. Item 5 of the Disclosure Document is hereby amended by the addition of the following language:

> The State of North Dakota requires us to defer the payment of all fees paid to the franchisor before the business opens until we have fulfilled our material preopening obligations to you. Accordingly, you need not pay the Initial Franchise Fee, Development Fee (if applicable) or other initial fees to us until your first The Halal Guys Restaurant commences doing business, by which time we will have fulfilled our initial obligations to you under the Franchise Agreement or Area Development Agreement (as applicable).

ADDENDUM REQUIRED BY THE STATE OF RHODE ISLAND

The following amends Item 17 and is required to be included within the Disclosure Document and shall be deemed to supersede the language in the Disclosure Document itself:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that:

> "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

Item 5 of the Disclosure Document is hereby amended by the addition of the following language:

> The State of Rhode Island requires us to defer the payment of all fees paid to the franchisor before the business opens until we have fulfilled our material preopening obligations to you. Accordingly, you need not pay the Initial Franchise Fee, Development Fee (if applicable) or other initial fees to us until your first The Halal Guys Restaurant commences doing business, by which time we will have fulfilled our initial obligations to you under the Franchise Agreement or Area Development Agreement (as applicable).

ADDENDUM REQUIRED BY THE STATE OF SOUTH DAKOTA

Item 5 of the Disclosure Document is hereby amended by the addition of the following language:

> The State of South Dakota requires us to defer the payment of all fees paid to the franchisor before the business opens until we have fulfilled our material preopening obligations to you. Accordingly, you need not pay the Initial Franchise Fee, Development Fee (if applicable) or other initial fees to us until your first The Halal Guys Restaurant commences doing business, by which time we will have fulfilled our initial obligations to you under the Franchise Agreement or Area Development Agreement (as applicable).

ADDENDUM REQUIRED BY THE COMMONWEALTH OF VIRGINIA

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

1. Additional Disclosure: "Special Risk(s) to Consider About This Franchise":

The franchisor's financial condition, as reflected in its financial statements (see Item 21, exhibit A), calls into question the franchisor's financial ability to provide services and support to you.

2. 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 does not constitute "reasonable cause," as that the term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, the provision may not be enforceable.

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

3. Additional Disclosure: The following statement is added to Item 5:

The State of Virginia requires us to defer the payment of all fees paid to the franchisor before the business opens until we have fulfilled our material preopening obligations to you. Accordingly, you need not pay the Initial Franchise Fee, Development Fee (if applicable) or other initial fees to us until your first The Halal Guys Restaurant commences doing business, by which time we will have fulfilled our initial obligations to you under the Franchise Agreement or Area Development Agreement (as applicable)

ADDENDUM REQUIRED BY THE STATE OF WASHINGTON

The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise.

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

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

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

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

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

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

Item 5 of the Disclosure Document is hereby amended by the addition of the following language:

The State of Washington requires us to defer the payment of all fees paid to the franchisor before the business opens until we have fulfilled our material preopening obligations to you. Accordingly, you need not pay the Initial Franchise Fee, Development Fee (if applicable) or other initial fees to us until your first The Halal Guys Restaurant commences doing business, by which time we will have fulfilled our initial obligations to you under the Franchise Agreement or Area Development Agreement (as applicable).

The franchisor uses the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

EXHIBIT H TO THE DISCLOSURE DOCUMENT
FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

As you know, The Halal Guys Franchise Inc. (the "**Franchisor**") and you are preparing to enter into a franchise agreement (the "**Franchise Agreement**") for the establishment and operation of a The Halal Guys Restaurant (the "**Franchised Business**"). The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor, or by employees or authorized representatives of Fransmart, Inc. ("**Fransmart**") that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of you, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

In the event that you are intending to purchase an existing Franchised Business from an existing franchisee, you may have received information from the transferring franchisee, who is not an employee or representative of ours. The questions below do not apply to any communications that you had with the transferring franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes _____ No _____

2. I had my first face-to-face meeting with a Franchisor representative on _____, 20___.

3. Have you received and personally reviewed the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

4. Do you understand all of the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

_____
_____
_____
_____
_____
_____

5. Have you received and personally reviewed the Franchisor's Disclosure Document that was provided to you?

Yes _____ No _____

6. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes _____ No _____

7. Do you understand all of the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes _____ No _____

If No, what parts of the Disclosure Document and/or Addendum do you not understand? (Attach additional pages, if necessary.)

_____
_____
_____
_____
_____
_____

8. Have you discussed the benefits and risks of establishing and operating a Franchised Business with an attorney, accountant, or other professional advisor?

Yes _____ No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

9. Do you understand that the success or failure of your Franchised Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes _____ No _____

10. Has any employee of Fransmart or other person speaking on behalf of the Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular Franchised Business operated by the Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

11. Has any employee of Fransmart or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

12. Has any employee of Fransmart or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchised Business will generate, that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

13. Has any employee of Fransmart or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the Franchised Business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

14. Has any employee of Fransmart or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes _____ No _____

15. Has any employee of Fransmart or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or Franchise Agreement?

Yes _____ No _____

16. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

17. Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

18. Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? _____

_____

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered Yes to question 9, and No to each of questions 10-17, please leave the following lines blank.

_____

_____

_____

_____

I signed the Franchise Agreement and Addendum (if any) on _____, 20___, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. In addition, by signing this Questionnaire, you also acknowledge that:

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including Fransmart or any other broker) as to the likelihood of success of the franchise. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including Fransmart or any other broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None".

_____

_____

_____

C. You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "**Executive Order**") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "**Anti-Terrorism Measures**"). The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

(i) a person or entity listed in the Annex to the Executive Order;

(ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;

(iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or

(iv) owned or controlled by terrorists or sponsors of terrorism.

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

Acknowledged this _____ day of _____, 20____.

Sign here if you are taking the franchise as a CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP

_____
Print Name of Legal Entity

By:_____
Signature

Print Name_____

Title_____

EXHIBIT I TO THE DISCLOSURE DOCUMENT
STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, The Halal Guys Franchise Inc. 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 The Halal Guys Franchise Inc. has appointed an agent for service of process.

There may also be additional agents appointed in some of the states listed.

CALIFORNIA	**CONNECTICUT**
California Commissioner of the Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7500 Toll Free (866) 275-2677 2101 Arena Blvd. Sacramento, CA 95834 (916) 445-7205 1350 Front Street San Diego, CA 92101 (619) 525-4233 One Sansome Street, Suite 600 San Francisco, CA 94104 (415) 972-8559	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230 Agent: Banking Commissioner

HAWAII (state administrator) Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722 (agent for service of process) Commissioner of Securities State of Hawaii 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2722	**ILLINOIS** Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA (state administrator) Indiana Secretary of State Securities Division, E-111 302 Washington Street Indianapolis, Indiana 46204 (317) 232-6681 (agent for service of process) Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531	**MARYLAND** (state administrator) Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360 (for service of process) Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360

MICHIGAN (state administrator) Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 525 W. Ottawa Street, 6th Floor Lansing, Michigan 48933 (517) 373-7117 (for service of process) Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P.O. Box 30054 Lansing, Michigan 48909	**MINNESOTA** (state administrator) Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600 (for service of process) Minnesota Commissioner of Commerce
NEW YORK Administrator: Office of the New York State Attorney General Investor Protection Bureau Franchise Section 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8236 Agent for Service: New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231 (518) 473-2492	**NORTH DAKOTA** North Dakota Securities Department State Capitol, Fifth Floor, Dept. 414 600 East Boulevard Avenue Bismarck, North Dakota 58505 (701) 328-4712
OREGON Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	**RHODE ISLAND** Securities Division Department of Business Regulation, Bldg 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9582

SOUTH DAKOTA Department of Labor & 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 (for service of process) Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON (state administrator) Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98507-9033 (360) 902-8760 (for service of process) Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501	**WISCONSIN** (state administrator) Division of Securities Department of Financial Institutions 201 W. Washington Ave., 3rd Floor Madison, Wisconsin 53703 (608) 266-1064 (for service of process) Administrator, Division of Securities Department of Financial Institutions 201 W. Washington Ave., 3rd Floor Madison, Wisconsin 53703

EXHIBIT J TO THE DISCLOSURE DOCUMENT

FORM OF GENERAL RELEASE

THIS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 20___ by and between The Halal Guys Franchise Inc., a New Jersey corporation having its principal place of business located at 26-44 Borough Place, Flushing, New York 11377 (the "**Franchisor**"), and _____, a _____ with a principal address at _____ (hereinafter referred to as "**Releasor**"), wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are set forth, do agree as follows:

1. **Release by Releasor**:

Releasor does for itself, its successors and assigns, hereby release and forever discharge generally the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Releasor may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with the Agreement, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement. In the event Releasor breaches any of the promises covenants, or undertakings made herein by any act or omission, Releasor shall pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys' fees.

2. Releasor hereto represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Releasor party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand or suit shall be made or institute against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand or suit, including reasonable costs and attorneys' fees incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

3. Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary.

4. New York law shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto.

5. In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein, and said action must be filed in the State of New York.

6. This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original.

7. 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 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above.

Witness: RELEASOR:

_____ _____

Name:_____

Witness: THE HALAL GUYS FRANCHISE INC.:

_____ By:_____

Name: Ahmed Abouelenein

Title: Chief Executive Officer

EXHIBIT K-1 TO THE DISCLOSURE DOCUMENT

US Foods Joinder Agreement

JOINDER AGREEMENT

THE HALAL GUYS FRANCHISE, INC. ("Franchisor ") and US Foods, Inc. USF, (" us ," we ," or our ") have negotiated that certain Master Distribution Agreement dated as of [**INSERT DATE**] (the "**Agreement** ") whereby we have agreed to purchase, warehouse and distribute food and non food products to certain Franchisor owned and franchisee owned restaurant. You, the undersigned franchisee of Franchisor ('Participating Franchisee ," you ," or your "), acknowledge and agree that you have received a copy of and have reviewed the Agreement and desire to undertake the obligations set forth therein . Terms used in this Joinder Agreement and not otherwise defined have the meanings given them in the Agreement. In consideration of the foregoing, Participating Franchisee and USF agree as follows:

You understand that you will receive the benefit of only those provisions of the Agreement specifically applicable to Participating Franchisees. You agree to the terms of the Agreement and to be responsible for the obligations, terms and Conditions applicable to Participating Franchisees set forth in the Agreement, including, without limitation, financial responsibility for all products we sell to you. Your payment terms will be established by us independently of the payment terms applicable to any other Participating Restaurant , and may differ from the payment terms set forth in the Agreement, and will be subject to your prior and ongoing credit approval. We charge interest on all monies due beyond the agreed upon payment terms. To the extent there is any change in your creditworthiness or financial capabilities, or to the extent you experience other circumstances which affect your ability to meet the payment terms established under this Joinder Agreement or the Agreement, as determined by us in our reasonable discretion, we have the right to change the terms under this Joinder Agreement or the Agreement and your Credit Agreement, including, without limitation, your payment terms. You also authorize Franchisor to enter into any changes or modifications to, or waive any provision of, the Agreement on your behalf without further notification to you.

IN WITNESS WHEREOF, the parties have entered into this Joinder Agreement as of the latter of the dates set forth

[INSERT PARTICIPATING FRANCHISEES NAME]
Address:
City, State, Zip:
Customer Number:

By:
Print
Name:
Title:
Date:

US FOODS, INC.
DIVISION

By:
Print Name:
Title:
Date:

EXHIBIT K-2 TO THE DISCLOSURE DOCUMENT

Coca-Cola Franchisee Participation Agreement

COCA-COLA
AUTHORIZED FRANCHISEE OF THE HALAL GUYS INC.

FRANCHISEE PARTICIPATION AGREEMENT

1. DEFINITIONS

Capitalized terms are defined in **Exhibit 2**.

2. SCOPE OF AGREEMENT

The parties to this Agreement are Franchisee and Company. The Agreement will apply to all Franchised Outlets located in the 50 United States and the District of Columbia. If any Franchised Outlet is eligible for an alternate marketing or funding program offered directly or indirectly by Company, or any of its subsidiaries or authorized bottlers, Company in its sole discretion will determine which marketing or funding program will be made available to that Franchised Outlet. In no event will any Franchised Outlet be eligible for more than one marketing or funding program offered by Company, or any of its subsidiaries or authorized bottlers. Franchisee agrees to provide Company with prompt written notice of the opening, acquisition, transfer or closing of any Franchised Outlet.

3. EFFECTIVE DATE AND TERM

This Agreement will become effective when signed by Franchisee and an authorized representative of Company and will be in full force and effect throughout the Term. The Term of this Agreement is defined as the period from the first day of the month in which this Agreement is signed by Franchisee and continuing until the expiration or termination of the Beverage Marketing Agreement between Company and Customer dated January 1, 2020 ("**BMA**").

4. EXHIBITS

This Agreement also consists of the following:

i. **Exhibits 1-1 and 1-3** Program Terms and Conditions
ii. **Exhibit 2** Definitions
iii. **Exhibit 3** Standard Terms and Conditions
iv. **Exhibit 4** Dispensing Equipment Lease
v. Any other terms and conditions referenced herein

THE COCA-COLA COMPANY, acting by and through COCA-COLA NORTH AMERICA

By: Mike Rizzo
(signature)

Name: Mike Rizzo

Title: VP, Area Sales

Date: 1/1/2020

Approved by: _____

Approved by: _____

Approved by: _____

_____
(Insert Legal Business Entity Name of Franchisee as appears on W-9)

By: _____
(signature)

Name: _____

Title: _____

Date: _____

Address:
_____
_____

ACN: _____

Classified - Confidential

EXHIBIT 1-1
FOUNTAIN PROGRAM TERMS AND CONDITIONS

1. BEVERAGE AVAILABILITY

Each Franchised Outlet will serve a core brand set of Company Fountain Beverages that consists of Coca-Cola®, Diet Coke®, Sprite® and, on Dispensers with 8 valves or more, Coke® Zero Sugar, and the remaining Company Fountain Beverages will be jointly selected by Customer and Company. All Fountain Beverages served in the Franchised Outlets will be Company Fountain Beverages. Franchised Outlets may not dedicate any valve on a Dispenser leased from Company to dispense tap water.

Franchisee further recognizes that the sale of Competitive Beverages in Bottle/Can Beverage form would diminish the product availability rights given to Company, and therefore agrees that all Bottle/Can Beverages sold in the Franchised Outlets will be Company Bottle/Can Beverages, with the exception of the Bottle/Can Beverage Permitted Exception.

2. PRICING

Company agrees that during the Term, Franchisee will have the right to purchase Company Fountain Syrups from Company at Company's then-current published chain account prices, which prices are subject to change from time to time.

3. MARKETING PROGRAM

Franchisee and each Franchised Outlet must comply with all of the following performance criteria and all other obligations under this Agreement:

i. Prominently display approved renditions of Company trademarked vessels on all menus and/or menu boards, including combo meals.

ii. Implement a combo-meal program featuring Company Fountain Beverages.

iii. Include approved renditions of Company brands, trademarks and/or logos on merchandise at point of order (e.g., counter card, register topper, counter mats, lobby stands).

iv. Implement a permanent free refill program featuring Company Fountain Beverages.

v. Provide regular access to Company Beverage sales data.

vi. Perform those additional Company Fountain Beverage marketing activities the parties mutually agree upon.

Franchisee agrees that Company will have the right to audit compliance with the performance criteria at all reasonable times and places. Franchisee will provide proof of compliance with the performance criteria upon request.

4. EQUIPMENT PROGRAM

Where permitted by law, Company will lease to Franchisee without any additional charge during the Term the Company approved Dispensers reasonably necessary to enable Franchisee to dispense a quality Fountain Beverage at the Franchised Outlets. No ice makers or water filters will be provided. Equipment innovations that require a separate agreement (such as Coca-Cola Freestyle) will also not be provided without such separate agreement. Franchisee will not alter or add to any Dispenser provided by Company (including using a Dispenser for merchandising) without Company's prior written consent.

In any state where a lease without any additional charge is not permitted (e.g., Wisconsin) or Franchisee elects to lease additional Dispensers, such Dispensers will be leased to Franchisee at an annual lease rate calculated by multiplying the total installed cost of the additional Dispensers by the then-current lease factor. The lease factor currently in effect for Dispensers is 0.24. Should the lease factor change during the Term, any Dispenser installed after the change goes into effect will be subject to the new lease factor. Lease charges, if any, will be deducted from earned funding. Charges in excess of earned funding will be invoiced.

All Dispensers provided by Company will at all times remain the property of Company and are subject to the terms and conditions of the Lease except as specifically changed by the Program Terms and Conditions or the Standard Terms and Conditions.

Classified - Confidential

5. SERVICE PROGRAM

Franchisee may use Company's service network without any additional charge for up to 3 regular mechanical repair calls for Dispensers provided by Company for each twelve month Year (which will be prorated for each Year less than twelve months) at each Franchised Outlet. These calls are calculated sequentially on a per outlet basis and may be aggregated. Parts required for these regular mechanical repair calls will also be provided without any additional charge. Any Special Service Calls are not considered regular service and will not be provided free of charge. Charges for Special Service Calls or for regular mechanical repair calls in excess of those available without any additional charge under this program will be charged at Company's then current rates and will be deducted from earned funding. Charges will include labor, travel time, parts, and administrative costs. Charges in excess of earned funding will be invoiced.

Classified - Confidential

EXHIBIT 1-2
BOTTLE/CAN PROGRAM TERMS AND CONDITIONS

1. AVAILABILITY

Franchisee will make available a full line of Bottler Bottle/Can Beverages for sale at each Franchised Outlet, subject to availability from Bottler. Franchisee recognizes that the sale of Beverages that are not Company Beverages in Bottle/Can Beverage form would diminish the product availability rights given to Company, and therefore agrees that all Bottle/Can Beverages sold in the Franchised Outlets will be Bottler Bottle/Can Beverages, with the exception of (i) Bottle/Can Beverage Permitted Exceptions, or (ii) Bottle/Can Beverages for which Company does not have a commercially available product offering (e.g., Kombucha), provided that any such Beverage will no longer be an exception if and when Company has an available offering, and such Beverage will not be a Product of PepsiCo.

2. PRICING

Product	# of Units/cs "as sold"	# of Units/ Std Phy cs	1/1/2020 - 12/31/2020	1/1/2021 - 12/31/2021	1/1/2022 - 12/31/2022	1/1/2023 - 12/31/2023	1/1/2024 - 12/31/2024
1 LITER PET - SMARTWATER	12	12	$20.49	$21.31	$22.16	$23.05	$23.97
12 OZ CAN - KO CSD & NCB	24	24	$12.65	$13.16	$13.68	$14.23	$14.80
15.2 OZ (450 ML) PET - MMJTG	24	24	$31.33	$32.58	$33.89	$35.24	$36.65
16 OZ CAN - MONSTER BRANDS	24	24	$43.50	$45.24	$47.05	$48.93	$50.89
16.9 OZ PET - HONEST TEA	24	24	$30.86	$32.09	$33.38	$34.71	$36.10
16.9 OZ PET - VITAMINWATER	24	24	$22.56	$23.46	$24.40	$25.38	$26.39
18.5 OZ PET - GOLD PEAK	24	24	$29.78	$30.97	$32.21	$33.50	$34.84
20 OZ PET - KO CSD	24	24	$24.69	$25.68	$26.70	$27.77	$28.88
20 OZ PET - POWERADE	24	24	$25.30	$26.31	$27.36	$28.46	$29.60
20 OZ PET - DASANI	24	24	$17.88	$18.60	$19.34	$20.11	$20.92
2 LITER PET - MM REFRESHMENT	8	8	$14.92	$15.52	$16.14	$16.78	$17.45
20 OZ PET - FUZE REFRESH	24	24	$24.70	$25.69	$26.72	$27.78	$28.90
20 OZ PET - SMARTWATER	24	24	$28.81	$29.96	$31.16	$32.41	$33.70
20 OZ PET - VITAMINWATER	24	24	$32.65	$33.96	$35.31	$36.73	$38.20
23 OZ CAN - PEACE TEA	24	24	$30.22	$31.43	$32.69	$33.99	$35.35
355 ML - MEXICAN COKE	24	24	$21.02	$21.86	$22.74	$23.64	$24.59
500 ML - DASANI	24	24	$10.08	$10.48	$10.90	$11.34	$11.79
500 ML - MEXICAN COKE	24	24	$23.14	$24.07	$25.03	$26.03	$27.07
1 LITER PET - DASANI	12	12	$16.87	$17.54	$18.25	$18.98	$19.74
20 OZ PET - DASANI FLAVORS	24	24	$17.88	$18.60	$19.34	$20.11	$20.92
7.5 OZ CAN - KO CSD	24	24	$12.65	$13.16	$13.68	$14.23	$14.80

Classified - Confidential

Note: All price ceilings are exclusive of taxes, shortages, and government-mandated deposits and required handling fees. Price ceilings do not apply to locations in Hawaii and Alaska and US Virgin Islands. All price ceilings shall automatically increase during the Term to the amounts shown above. However, price ceilings may change by more than the amounts indicated above in the event of a substantial increase on average in the aggregate of a material component of the Participating Bottlers' (i) cost of goods or manufacture or delivery (e.g. aluminum shortage or hyperinflation), (ii) increase in taxes, deposits and other government related fees, or (iii) government related decreases in revenue.

The National Account Executive ("NAE") will coordinate any changes in price ceilings and shall notify the Customer, Franchisees and Bottlers thirty (30) days in advance prior to the date any such substantial and unforeseen price ceiling increases takes effect.

Note: All price ceilings quoted above are based on standard physical cases; however, some of the products may be sold in different case configurations. No matter how the product is sold to Customer or Franchisee, it is translated to the standard physical case equivalent for purposes of applying funding rates and for purposes of sales and financial reporting and for purposes of determining compliance to the above price ceilings. For example: A product that is 12 bottles to a case in standard physical cases that is sold to the customer in a 15 count case, the on-invoice 15 bottle case price would have to be divided by 15 and multiplied by 12 in order to determine if prices are in compliance with the price ceilings quoted above.

3. MARKETING PROGRAM

3.1. Marketing Support Funding

Company will provide a Marketing Support Fund in the amounts shown in the table below which will be paid on each standard physical case of Funding Eligible Bottler Bottle/Can Beverages described in the table below that Franchisee purchases. Franchisee agrees to accept the case sales records of Company for purposes of determining funding earned hereunder. Company may from time to time offer special prices or trade letter prices that are dead-net. In any such event, funding provided herein will not cause the dead-net price charged to the Franchisee under this Agreement to fall below such special or trade letter dead-net pricing. Funding will be paid to Franchisee quarterly, in arrears, within 45 days of the end of the quarter.

Product	# of Units/ Std Phy cs	CTM Funding *(100% paid by bottler throughout term)*
1 LITER PET - SMARTWATER	12	*$1.00/SPC*
12 OZ CAN - KO CSD & NCB	24	*$1.00/SPC*
15.2 OZ (450 ML) PET - MMJTG	24	*$1.00/SPC*
16 OZ CAN - MONSTER BRANDS	24	*$1.00/SPC*
16.9 OZ PET - HONEST TEA	24	*$1.00/SPC*
16.9 OZ PET - VITAMINWATER	24	*$1.00/SPC*
18.5 OZ PET - GOLD PEAK	24	*$2.00/SPC*
20 OZ PET - KO CSD	24	*$2.00/SPC*
20 OZ PET - POWERADE	24	*$2.00/SPC*
20 OZ PET - DASANI	24	*$3.00/SPC*
2 LITER PET - MM REFRESHMENT	8	*$1.00/SPC*
20 OZ PET - FUZE REFRESH	24	*$3.00/SPC*
20 OZ PET - SMARTWATER	24	*$1.00/SPC*
20 OZ PET - VITAMINWATER	24	*$1.00/SPC*
23 OZ CAN - PEACE TEA	24	*$1.00/SPC*
355 ML - MEXICAN COKE	24	*$1.00/SPC*
500 ML - DASANI	24	*$1.00/SPC*
500 ML - MEXICAN COKE	24	*$1.00/SPC*
1 LITER PET - DASANI	12	*$2.00/SPC*
20 OZ PET - DASANI FLAVORS	24	*$2.00/SPC*
7.5 OZ CAN - KO CSD	24	*$1.00/SPC*

Classified - Confidential

3.2. Performance Criteria

To qualify for the pricing and funding, set forth above, Franchisee and each Participating System Outlet must comply with the following performance criteria and all other obligations under this Agreement:

i. Participate in mutually agreed upon promotional activities each Year to promote the sale of Bottler Bottle/Can Beverages at the System Outlets and Franchisee agrees not to unreasonably withhold its consent to Company's and Bottler's proposed promotional activities.

ii. Franchisee will authorize and assist in the placement of at least 1 piece(s) of the following Cold Drink Equipment: single door cooler, for the exclusive display of Bottler Bottle/Can Beverages in each System Outlet to be placed in mutually agreed to high traffic locations.

iii. Perform those additional Bottler Bottle/Can Beverage marketing activities the parties mutually agree upon.

Franchisee agrees that Company and Bottler will have the right to audit compliance with the performance criteria at all reasonable times and places. Franchisee will provide proof of compliance with the performance criteria upon request.

4. EQUIPMENT

Company and Bottler will provide each Franchised Outlet with Cold Drink Equipment as determined by Bottler at no cost to Franchisee, except as prohibited by law, rule or regulation, in which case the rent charged will be the lowest legal rate available from the Company and Bottler. All Cold Drink Equipment will be identified by Bottler Bottle/Can Beverage trademarks and will remain the property of Company and Bottler. Except where prohibited by law, all Cold Drink Equipment provided by Bottlers will exclusively dispense Bottler Bottle/Can Beverages and no items of any kind other than Bottler Bottle/Can Beverages and Bottle/Can Beverage Permitted Exceptions (defined as Competitive Beverages in Bottle/Can Beverage form sold under the Snapple® trademark) may be stored, displayed or sold in, on or through the Cold Drink Equipment. Use of the Cold Drink Equipment will be in accordance to the store design layout as approved by Bottler relative to the prototype and consistent with Bottler's standard placement terms. To the extent that Bottler's standard placement terms are inconsistent with the terms of this Agreement, the terms of this Agreement will control. Bottler will have the right to relocate or remove some or all of the Cold Drink Equipment if Bottler determines the volume of Bottler Bottle/Can Beverages sold through such equipment justifies relocation or removal. Electrical installation costs and utilities for the Cold Drink Equipment will be at Customer's or Franchisee's expense. Customer and Franchisee represent and warrant that electrical service at the Franchised Outlets is proper and adequate for the installation of the Cold Drink Equipment, and Customer and Franchisee agree to defend, indemnify and hold harmless Bottler from any damages arising out of defective electrical services.

5. SERVICE

Service for all the Cold Drink Equipment will be provided in accordance with the Bottler's standard equipment placement terms.

Classified - Confidential

EXHIBIT 1-3
BARRILITOS® FLAVORED WATER PROGRAM TERMS AND CONDITIONS

1. AVAILABILITY

If designated by Customer, Franchisee will make available at each Participating System Outlet barrilitos® aguas frescas (or such substitute products that may become available) in frozen concentrate form for dispensing on the premises. Franchisee agrees that all Flavored Water served in the Participating System Outlets will be Company Flavored Water.

2. PRICING

Company agrees that during the Term, the Participating System Outlets will have the right to purchase Company Flavored Water at a price determined by Franchisee's distributor, which price will be based on Company's then-current published chain account price plus distributor mark-up and freight. The chain account price is subject to change from time to time.

3. PERFORMANCE CRITERIA

Franchisee and each Participating System Outlet must comply with all of the following performance criteria and all other obligations under this Agreement:

i. Prominently display approved renditions of barrilitos® aguas frescas brand, trademarks and/or logos on menus and merchandising materials.

ii. Perform those additional barrilitos® aguas frescas marketing activities the parties mutually agree upon.

Franchisee agrees that Company will have the right to audit compliance with the performance criteria outlined herein at all reasonable times and places.

4. EQUIPMENT

Company will provide to Participating System Outlets an Equipment Fund in the amount of $1,250 per Participating System Outlet. The purpose of this fund is to offset the cost associated with the purchase of bubblers to dispense barrilitos® aguas frescas at the Participating System Outlets. Funding is provided in return for Customer's commitment to serve barrilitos in Participating System Outlets throughout the Term and will be earned over the Term at the rate of $4.16 per physical case of barrilitos® aguas frescas in frozen concentrate form the Participating System Outlets purchase. Funding will be managed by Company and paid to Customer's supplier as Dispensers are installed.

5. SERVICE PROGRAM

Franchisee is responsible for procuring service for the Dispensers for all Participating System Outlets.

Classified - Confidential

EXHIBIT 2
DEFINITIONS

Capitalized words or phrases used throughout this Agreement have the following meanings:

1. "**Agreement**" means this agreement and all exhibits and attachments thereto.

2. "**Beverage**" means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients or (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups®, pods and all other beverage bases from which Beverages can be made are deemed to be included in this definition. For the avoidance of doubt, "flavor enhancers", "liquid water enhancers", brands and products of water purification and Beverage making systems (e.g. Brita®, Soda Stream®), and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages. However, this definition does not include drinks containing fresh fruit made on premise at a Franchised Outlet. Nothing in this definition is intended to limit or expand what Franchised Outlets must serve under the Availability section of the preceding Exhibit.

3. "**Bottle/Can Beverage**" mean any Beverage, including a pre-mix Beverage, in pre-packaged, ready-to- drink form in bottles, cans or other factory-sealed containers.

4. "**Bottle/Can Beverage Permitted Exceptions**" means Competitive Beverages in Bottle/Can Beverage form sold under the Snapple® trademark. If any Bottle/Can Beverage Permitted Exception becomes a Product of PepsiCo at a later date, that Competitive Beverage will no longer be deemed a Bottle/Can Beverage Permitted Exception.

5. "**Bottler**" means authorized bottlers of the Company that elect to participate under this Agreement.

6. "**Bottler Bottle/Can Beverage**" means a Bottle/Can Beverage that is marketed under trademarks owned or controlled by or licensed for use to Company and purchased by Customer or Franchisee directly from Company or Bottler, for sale at the Franchised Outlets or sold through full service vending machines owned, stocked or serviced exclusively by Company or Bottler.

7. "**Cold Drink Equipment**" means Coolers.

8. "**Company**" means The Coca-Cola Company, acting by and through Coca-Cola North America. When the term Company is applied to a term (such as Beverage as in "Company Beverage") it means such term as marketed under (i) trademarks owned by Company and (ii) trademarks licensed by Company that are designated as a Company product by Company.

9. "**Competitive Beverage**" means any Beverage that is not a Company Beverage and any product, whether or not a Beverage, marketed under Beverage trademarks that are not Company Beverage trademarks (e.g., "Gatorade Energy Bars").

10. "**Cooler**" means a device provided by Company for keeping Beverages cool that does not contain a payment mechanism.

11. "**Customer**" means The Halal Guys Inc. and any of their subsidiaries or any entity that is under the same ownership group as The Halal Guys Inc.

12. "**Dispenser**" means a piece of equipment that dispenses Beverages through a valve.

13. "**Flavored Water**" means Water flavored with fruit juice, flowers, horchata, spices, seeds or tea, including "aguas frescas."

14. "**Fountain Beverages**" are those Beverages that are served through Dispensers and any carbonated Beverages that are not Bottle/Can Beverages.

15. "**Fountain Syrup**" means the Fountain Beverage syrup used to prepare Fountain Beverages but does not include Fountain Syrup used to make frozen or partially frozen Fountain Beverages or other forms of concentrate, such as frozen concentrates used to prepare juices, or liquid coffee concentrate.

Classified - Confidential

16. "**Franchised Outlets**" means outlets, properties and facilities located in the 50 United States and the District of Columbia where Beverages are served that are owned or operated by Franchisee, including any such outlets, properties and facilities that are (i) opened after the Agreement is signed, (ii) co-branded or (iii) acquired during the Term of the Agreement (unless those outlets, properties and facilities are already governed by an agreement with Company and that agreement is validly assigned to Franchisee as part of the acquisition); provided, however, that if the acquired outlets are currently under a pre-existing agreement with a Competitive Beverage supplier, the acquired outlets will come under this Agreement after the applicable agreement with the Competitive Beverage supplier is terminated or expires. The term Franchised Outlets includes all locations within such outlets, properties and facilities where Beverages are or can be served.

17. "**Franchisee**" means the authorized franchisee of The Halal Guys Inc. identified on the signature page.

18. "**Funding Eligible Bottler Bottle/Can Beverage**" means a Bottler Bottle/Can Beverage that is (i) a Company Bottle/Can Beverage or (ii) Bottler Bottle/Can Beverages sold under the trademarks for the products listed in the table in Exhibit 1-2, Clause 3.1.

19. "**Lease**" means the terms and conditions set forth in the Dispensing Equipment Lease attached as **Exhibit 4**.

20. "**Product of PepsiCo**" means any (i) Beverage which has a trademark owned by, licensed to, controlled by or distributed by PepsiCo, Inc. or any of its subsidiaries, affiliates or bottlers, or any entity or joint venture in which PepsiCo, Inc. or any of its subsidiaries, affiliates or bottlers, has at least a 50% ownership interest or (ii) non-Beverage that is marketed under a Beverage trademark described in (i).

21. "**Product Warranty and Indemnity**" means the terms and conditions set forth in the Product Warranty and Indemnity available at www.CokeURL.com/CCNAProductWarranty.

22. "**Quality Beverage Standards**" means the Quality Beverage Standards found at: www.CokeURL.com/CCNABeverageStandard.

23. "**Special Service Calls**" means any removal, remodel, relocation or reinstallation of Dispensers, installation or removal of ice makers, service caused by ice, flavor changes, summerize/winterize, line changes, or service necessitated by damage or adjustments to the equipment resulting from misuse, abuse, failure to follow operating instructions or service by unauthorized personnel, unnecessary calls (equipment was not plugged in, CO2 or Fountain Syrup container was empty), or calls that are not the result of mechanical failure.

24. "**Term**" is defined in the Effective Date and Term section.

25. "**Water**" means a Beverage marketed or labeled as any form or type of "water" or "fortified Water," and which may without limitation also be identified as "still," "sparkling," "filtered," "purified," "spring," "artesian," "well," "soda," "seltzer," "distilled," "mineral," "flavored," or "vitamin," and which may, without specific limitation, contain nutritive or non-nutritive sweeteners or flavorings, vitamins, minerals or caffeine but excludes water drawn from the public water supply.

26. "**Year**" means each consecutive twelve month period during the Term, beginning with the first day of the Term, and any remaining period of time between the last full twelve-month period of the Term and the end of the Term.

Classified - Confidential

EXHIBIT 3
STANDARD TERMS AND CONDITIONS

1. TERMINATION AND DAMAGES

1.1 Once both parties sign the Agreement, it may be terminated before the scheduled expiration date only in the following circumstances (i) either party may terminate the Agreement if the other party fails to comply with a material term or condition of the Agreement and does not remedy the failure within 90 days after receiving written notice specifying the non-compliance or (ii) Company may terminate the Agreement if, at any time during the Term or over the course of the Term, there is a transfer or closing of a substantial number of the outlets of Customer or its franchisees or a transfer of a substantial portion of the assets of Customer or Franchisee.

1.2 Upon expiration or termination, Franchisee must return any equipment owned by Company and the marketing program will no longer be made available to Franchisee. In addition, if any piece of equipment is removed from a Franchised Outlet prior to 100 months from the installation date for that piece of equipment, Franchisee will pay Company the actual cost of removal (including standard shipping and handling charges) and remanufacturing of the equipment, as well as the unamortized portion of the costs of (i) installation and (ii) non-serialized parts (e.g., pumps, racks and regulators) and other ancillary equipment. Collectively, removal and remanufacturing costs and items (i) and (ii) are referred to as "**unbundling costs**." Upon termination, Franchisee must also pay the following amounts (a) all paid but unearned funding plus (b) interest at the rate of 1%, compounded monthly, or such lesser percentage as required by law, accrued from the date funds were paid or unbundling costs were incurred through the date of repayment.

1.3 The parties acknowledge that in addition to the liquidated damages outlined above, either party may pursue other remedies or damages if the other party breaches the terms of the Agreement. Nothing herein will be construed as a waiver of any right of Company to prove consequential damages as a result of a breach by Franchisee including, but not limited to, lost profits, and other damages allowable.

2. GOVERNING LAW/ DISPUTE RESOLUTION. This Agreement will at all times be governed by the laws of the State of Georgia. Should there be a dispute between Company and Franchisee relating in any way to the Agreement, the breach of the Agreement, or the business relationship of the parties, the parties agree that they will make a good faith effort to settle the dispute in an amicable manner. In the event of any dispute arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs and expenses of litigation. If litigation is pursued, the exclusive venue for such litigation will be in the federal or state courts located in Atlanta, GA, and the parties agree to submit to the personal jurisdiction of the courts in the State of Georgia.

3. TRANSFERS AND ASSIGNMENTS

3.1. If there is a transfer of a substantial number of the outlets of Customer or its franchisees, or a transfer of a substantial portion of the assets of Customer or Franchisee, and Company does not elect to terminate the Agreement under the "Termination and Damages" section above, then, at Company's election, Franchisee will cause the acquiring, surviving or newly created business to assume all of Franchisee's obligations under the Agreement with regard to the acquired assets or business. The Agreement will not be otherwise assignable without the express written consent of Company. Nothing contained herein will be construed as a waiver of Company's termination rights pursuant to this Agreement.

3.2. If Franchisee transfers or closes any Franchised Outlets, Franchisee will pay Company the unbundling costs (as defined in the "Termination and Damages" section above) on equipment in such Franchised Outlet installed less than 100 months prior to the transfer or closure, unless Franchisee causes the new owner or operator at the location to assume the lease of the equipment on terms acceptable to Company in its reasonable discretion.

4. TRADEMARKS. Neither Franchisee nor Company will make use of Company's or Franchisee's trademarks or logos (either alone or in conjunction with their or another party's trademarks or logos) without the prior written consent of that party, and all use of the other party's trademarks will inure to the benefit of trademark owner. For purposes of this Agreement, Company's trademarks include trademarks owned, licensed to or controlled by an entity in which Company has a 50% or more ownership interest.

5. NO COMPETITIVE ADVERTISING. Except with respect to the Bottle/Can Beverage Permitted Exceptions (i) Franchisee will not depict, advertise, promote or merchandise any Competitive Beverages anywhere in or in association with the Franchised Outlets and (ii) Franchisee will not enter into any agreement or relationship whereby any Competitive Beverages are associated in any advertising or promotional activity of any kind with Franchisee, the Franchised Outlets, or any of the trademarks of Franchisee.

6. PRICING. All prices quoted in this Agreement do not include, and Franchisee will be responsible for the payment of all, taxes, deposits, other government mandated fees, handling fees and recycling fees.

7. CONFIDENTIALITY. Neither party will disclose to any third party without the prior written consent of the other party, any information concerning this Agreement, or the transactions contemplated hereby, except for disclosure (i) to any attorneys, accountants and consultants involved in assisting with the negotiation and closing of the contemplated transactions (ii) to Customer or affiliates of Company including Company's bottlers or (iii) as required by law. A party that makes a permitted disclosure must obtain assurances from the party to whom disclosure is made that such party will keep confidential the information disclosed.

8. OFFSET. If Franchisee owes any amounts to Company under this or any other agreement, in addition to any other remedies it may have, Company may use funds due Franchisee or Customer to offset amounts due to Company under this or any other agreement. Excess lease charges, service costs and fair share charges, if any, will be deducted from earned funding.

9. FORCE MAJEURE. Either party is excused from performance under this Agreement to the extent and for so long as such nonperformance results from any act of God, strikes, war, terrorism, riots, acts of governmental authorities, shortage of raw materials or any other cause outside the reasonable control of the nonperforming party.

10. **WAIVER**. The failure of either party to seek redress for the breach of, or to insist upon the strict performance of any term, clause or provision of the Agreement, will not constitute a waiver, unless the waiver is in writing and signed by the party waiving performance.

11. **WARRANTIES**. Franchisee and Company each represent and warrant that they have the unrestricted right to enter into this Agreement and to make the commitments contained in this Agreement. In addition, each party represents that the person whose signature appears on the Agreement has the right to execute this Agreement on behalf of the party indicated. Franchisee represents and warrants that it will comply with (i) all applicable laws and regulations (ii) all appropriate practices with respect to food safety including the storing, preparation and serving of food and potability of water, (iii) all equipment manufacturers' specifications and product dispensing and preparation instructions and specifications and (iv) Company's Quality Beverage Standards. Company provides the Product Warranty and Indemnity to Franchisee.

12. **RESALE AND PACKAGING**. Franchisee represents and warrants that it will (i) properly dispose of all packaging (ii) not resell (except for the purpose of environmentally safe disposal) Company Beverages or Company Beverage components or ingredients (including packaging) (iii) not export Company Beverages or Company Beverage components or ingredients (including packaging) without Company's expressed written consent and (iv) sell finished Fountain Beverages only in cups or glasses and not in closed containers that retain carbonation, or in bottles or cans.

13. CLAIMS FOR REBATE, DISCOUNT OR ALLOWANCE DISCREPANCIES. In no event will Company accept any claims of discrepancies or errors in pricing or funding hereunder more than 1 year from the date of invoice with respect to pricing or payment with respect to funding. In support of any such claim, Franchisee will provide a detailed, written request specifying the particular product, the amount in dispute and reason for dispute, along with a true copy of the original invoice or payment and all other documents in support of the claim. Company will review each such claim in good faith and provide prompt responses to each properly made claim. Franchisee will not withhold payments owing to Company regardless of the pendency of such a claim. If Franchisee withholds any payments, Company reserves the right to withhold funding due Franchisee. Company will work directly with the Franchisee to resolve any such claims but will not interact with third-party auditors or contractors.

14. CONSTRUCTION/ SEVERABILITY. This Agreement and any accompanying documents constitute negotiated agreements between the parties, and the fact that one party or its counsel, or the other, will have drafted this Agreement, any document or particular provision hereof will not be considered in the construction or interpretation of this Agreement, the documents or any provision hereof. If any term or provision of this Agreement is found to be void or contrary to law, such term or provision will be deemed severable, but only to the extent necessary to bring this Agreement within the requirements of law, from the other terms and provisions hereof, and the remainder of this Agreement will be given effect as if the parties had not included the severed term herein.

15. THIRD PARTY BENEFICIARIES. Franchisee and Company hereby expressly acknowledge and agree that this Agreement is for the sole exclusive benefit of the parties hereto, and no other third party is intended to or will have any rights hereunder.

16. ADDITIONAL TERMS. The terms and conditions of this Agreement will supersede all prior agreements between the parties relating to the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by authorized representatives of both parties. Company will not be bound by any standard or preprinted terms or conditions contained in Franchisee's purchase orders, acknowledgements, invoices, vendor allowance forms or other Franchisee forms, or counteroffers, that propose terms or conditions in addition to or differing from the terms and conditions set forth in this Agreement with respect to its subject matter. In addition, any terms and conditions on Franchisee's internet site to which agreement by Company is deemed or required in any manner, whether through an online electronic agreement, site use, or otherwise, will be null and void and of no legal effect on Company.

Classified - Confidential

Classified - Confidential

EXHIBIT 4
DISPENSING EQUIPMENT LEASE

1. **LEASE AGREEMENT AND TERM**. Company hereby leases to Franchisee all beverage dispensers provided to Franchisee ("**Equipment**"), subject to the terms and conditions set forth in this Lease. Unless otherwise agreed in writing, the Equipment will also include, where applicable, all permanent merchandising, menu boards, refrigeration units, ice makers and water filtration equipment provided by Company. Each piece of Equipment is leased commencing on its installation date (the "**Commencement Date**"). Franchisee may request the removal of any Equipment upon thirty (30) days prior written notice to Company, and in addition, Company may remove any piece of Equipment for any reason upon thirty (30) days prior written notice to Franchisee. Removal of Equipment will not affect the term of any agreement between the parties. If this Lease is terminated with respect to any piece of Equipment for any reason prior to 100 months from the Commencement Date for that piece of Equipment, Franchisee will pay Company the actual cost of removal (including standard shipping and handling charges) and remanufacturing of that Equipment, as well as the unamortized portion of the costs of (i) installation and (ii) non-serialized parts (e.g., pumps, racks and regulators) and other ancillary equipment. Collectively, removal costs and items (i) and (ii) are referred to as "**unbundling costs**." The terms of this Lease will continue in effect with respect to each piece of Equipment until the Equipment has been returned to Company and will survive the expiration or termination of any agreement into which this Lease is incorporated.

2. **RENT FOR THE EQUIPMENT**. All equipment leased to Franchisee will be leased at an annual rate calculated by multiplying the total installed cost of equipment by the then-current lease factor, plus all applicable sales and use taxes, if any, as rent for the Equipment. Rent will be due monthly. At Company's discretion, Company may utilize funds due Franchisee to offset amounts due Company under this Lease. If Franchisee fails to pay, within 10 days of its due date, rent or any other amount required by this Lease to be paid to Company, Franchisee will pay to Company a late charge equal to five percent (5%) per month of such overdue payment, or such lesser amount that Company is entitled to receive under any applicable law.

3. **TITLE TO THE EQUIPMENT**. Title to the Equipment is, and will at all times remain, vested in Company. Franchisee will have no right, title, or interest in or to the Equipment, except the right to quiet use of the Equipment in the ordinary course of its business as provided in this Lease. Franchisee will execute such title documents, financing statements, fixture filings, certificates and such other instruments and documents as Company will reasonably request to ensure to Company's satisfaction the protection of Company's title to the Equipment and Company's interests and benefits under this Lease. Franchisee will not transfer, pledge, lease, sell, hypothecate, mortgage, assign or in any other way encumber or dispose of any of the Equipment. THE PARTIES AGREE, AND FRANCHISEE WARRANTS, THAT THE EQUIPMENT IS, AND WILL AT ALL TIMES REMAIN, PERSONAL PROPERTY OF COMPANY NOTWITHSTANDING THAT THE EQUIPMENT OR ANY PART THEREOF MAY NOW BE, OR HEREAFTER BECOME, IN ANY MANNER AFFIXED OR ATTACHED TO, OR EMBEDDED IN, OR PERMANENTLY RESTING UPON, REAL PROPERTY OR IMPROVEMENTS ON REAL PROPERTY. Franchisee may perform ordinary maintenance and repairs to the Equipment as required by this Lease, but will not make any alterations, additions, or improvements to the Equipment without the prior written consent of Company (including using Equipment for merchandising not approved by Company). All parts added to the Equipment through alterations, repairs, additions or improvements will constitute accessions to, and will be considered an item of the Equipment and title to such will immediately vest in Company. Franchisee agrees that Company may transfer or assign all or any part of Company's right, title and interest in or to any Equipment (in whole or in part) and this Lease, and any amounts due or to become due, to any third party ("**Assignee**") for any reason. Upon receipt of written notice from Company of such assignment, Franchisee will perform all its obligations with respect to any such Equipment for the benefit of the applicable Assignee, and, if so directed, will pay all amounts due or to become due hereunder directly to the applicable Assignee or to any other party designated by such Assignee.

4. **USE OF EQUIPMENT**. Franchisee acknowledges that the rent does not fully compensate Company for its expenses concerning its research and development efforts designed to improve fountain equipment or in providing the Equipment to Franchisee, and that Company provides the Equipment to Franchisee for the purpose of dispensing products of The Coca-Cola Company. Therefore, Franchisee agrees that if the Equipment is a dispenser, then the Equipment will be used for the purpose of dispensing fountain beverage products of The Coca-Cola Company, such as Coca-Cola®, diet Coke® and Sprite®. If the Equipment is a pump for bag-in-box or similar container, such pump may be used only to dispense products of The Coca-Cola Company. If the Equipment is other than a dispenser or a pump, then it will be used only in a location where fountain beverage products of The Coca-Cola Company are served and where no fountain beverage is served that is a Product of PepsiCo. This Section 4 will not apply within the State of Wisconsin.

5. **INSPECTION AND NOTIFICATION**. Company will have the right during Franchisee's regular business hours to inspect the Equipment wherever the Equipment may be located and to review all records that relate to the Equipment. Franchisee will promptly notify Company of all details arising out of any change in location of the Equipment, any alleged encumbrances thereon or any accident allegedly resulting from the use or operation thereof.

6. **WARRANTY DISCLAIMER**: FRANCHISEE ACKNOWLEDGES THAT COMPANY IS NOT A MANUFACTURER OF THE EQUIPMENT AND THAT COMPANY HAS MADE NO REPRESENTATIONS OF ANY NATURE WHATSOEVER PERTAINING TO THE EQUIPMENT OR ITS PERFORMANCE, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES RELATING TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR ITS PERFORMANCE, OR ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, OR ANY WARRANTY WITH RESPECT TO PATENT RIGHTS, IF ANY, PERTAINING TO THE EQUIPMENT. COMPANY WILL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES, OR DAMAGES OF ANY NATURE WHATSOEVER, RESULTING FROM THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATIONS, SERVICE OR USE OF ANY EQUIPMENT OR OTHERWISE.

7. **TAXES**. Franchisee will pay all assessments, license fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Company or Franchisee, on or relating to the Equipment or the use, registration, rental, shipment, transportation, delivery, or operation thereof, and on or relating to this Lease.

8. **MAINTENANCE AND REPAIRS**. Franchisee will, at its expense, keep the Equipment in good condition, repair, and working order. Franchisee will pay all costs incurred in connection with the shipment, use, operation, ownership, or possession of the Equipment during the term of this Lease. Franchisee's recourse against Company with respect to service provided by Company or its agents to the Equipment is that Company will correct any defective workmanship at no additional charge to Franchisee, provided that Company is given prompt notification of any defective workmanship. Company will not be otherwise liable for negligent acts or omissions committed in regard to maintenance or repair of the Equipment and assumes no responsibility for incidental, consequential or special damages occasioned by such negligent acts or omissions.

9. **RISK OF LOSS**. All risk of loss, including damage, theft or destruction, to each item of Equipment will be borne by Franchisee. No such loss, damage, theft or destruction of Equipment, in whole or in part, will impair the obligations of Franchisee under this Lease, all of which will continue in full force and effect.

10. **INDEMNITY**. Franchisee will defend and indemnify The Coca-Cola Company and its affiliates and each of their officers, agents, employees, directors, shareholders, affiliates, successors, and assigns (hereinafter the "**Indemnified Parties**") against, and hold Indemnified Parties wholly harmless from, any and all claims, actions, suits, proceedings, demands, damages, and liabilities of whatever nature, and all costs and expenses, including without limitation Indemnified Parties' reasonable attorneys' fees and expenses, relating to or in any way arising out of (i) the ordering, delivery, rejection, installation, purchase, leasing, maintenance, possession, use, operation, control or disposition of the Equipment or any portion thereof, (ii) any act or omission of Franchisee, including but not limited to any loss or damage to or sustained by the Indemnified Parties arising out of Franchisee's failure to comply with all the terms and conditions of this Lease or (iii) any claims for liability in tort with respect to the Equipment, excepting only to the degree such claims are the result of the Indemnified Parties' negligent or willful acts. The provisions of this Section 10 will survive termination and expiration of this Lease.

11. **DEFAULT**. The occurrence of any of the following will constitute a "**Default**" by Franchisee (i) nonpayment by Franchisee when due of any amount due and payable under this Lease, (ii) failure of Franchisee to comply with any provision of this Lease, and failure of Franchisee to remedy, cure, or remove such failure within ten (10) days after receipt of written notice thereof from Company, (iii) any statement, representation, or warranty of Franchisee to Company, at any time, that is untrue as of the date made, (iv) Franchisee's becoming insolvent or unable to pay its debts as they mature, or Franchisee making an assignment for the benefit of creditors, or any proceeding, whether voluntary or involuntary, being instituted by or against Franchisee alleging that Franchisee is insolvent or unable to pay its debts as they mature, (v) appointment of a receiver, liquidator, trustee, custodian or other similar official for any of the Equipment or for any property in which Franchisee has an interest, (vi) seizure of any of the Equipment, (vii) default by Franchisee under the terms of any note, document, agreement or instrument evidencing an obligation of Franchisee to Company or to any affiliate of The Coca- Cola Company, whether now existing or hereafter arising, (viii) Franchisee taking any action with respect to the liquidation, dissolution, winding up or otherwise discontinuing the conduct of its business, (ix) Franchisee transferring all or substantially all of its assets to a third party or (x) the transfer, conveyance, assignment or pledge of a controlling interest or ownership of Franchisee to a third party without Company's prior written consent.

12. **OPTION TO ACCELERATE AT WILL**. If at any time Company in good faith believes that the prospect for Franchisee's payment or other performance under this Lease is impaired, Company may demand immediate payment of all rents due and scheduled to come due during the remainder of the Lease term. All future rent accelerated under this or any other provision of this Lease will be discounted to present value, which will be computed at a discount rate of five (5) percent. Failure of Franchisee to make full payment within thirty (30) days of its receipt of the demand for accelerated rent will constitute a "Default" by Franchisee as defined in Section 11.

13. **REMEDIES**. Upon the occurrence of any Default or at any time thereafter, Company may terminate this Lease as to any or all items of Equipment, may enter the premises where the Equipment is located and retake possession of the Equipment at Franchisee's expense, and will have all other remedies at law or in equity for breach of the Lease. Franchisee acknowledges that in the event of a breach of Sections 4 or 5 or a failure or refusal of Franchisee to relinquish possession of the Equipment in breach of this section following termination or Default, Company's damages would be difficult or impossible to ascertain, and Franchisee therefore agrees that Company will have the right to an injunction in any court of competent jurisdiction restraining said breach and granting Company the right to immediate possession of the Equipment.

14. **LIQUIDATED DAMAGES**. If Franchisee acts in violation of the prohibitions described in Section 3 of this Lease, or is unable or unwilling to return the Equipment to Company in good working order, normal usage wear and tear excepted, at the expiration or termination of the Lease, Franchisee will pay as liquidated damages the total of (i) the amount of past-due lease payments, discounted accelerated future lease payments, and the value of Company's residual

Classified - Confidential

interest in the Equipment, plus (ii) all tax indemnities associated with the Equipment to which Company would have been entitled if Franchisee had fully performed this Lease, plus (iii) costs, interest, and attorneys' fees incurred by Company due to Franchisee's violation of Section 3 or its failure to return the Equipment to Company, minus (iv) any proceeds or offset from the release or sale of the Equipment by Company.

15. **OTHER TERMS**. Franchisee represents and warrants that it complies with all applicable laws and regulations and all appropriate practices with respect to food safety including the storing, preparation and serving of food. Furthermore, Franchisee acknowledges and agrees to comply with all equipment manufactures specifications and product dispensing and preparation instructions and specifications. No failure by Company to exercise and no delay in exercising any of Company's rights hereunder will operate as a waiver thereof; nor will any single or partial exercise of any right hereunder preclude any other or further exercise thereof or of any other rights. This Lease constitutes the entire agreement of the parties and supersedes all prior oral and written agreements between the parties governing the subject matter of this Lease; provided, however, that if Company and Franchisee have entered into an agreement into which this Lease is incorporated, to the extent that any of the terms in this Lease conflict with the terms set forth in that agreement, the terms of that agreement will control. No agreement will be effective to amend this Lease unless such agreement is in writing and signed by the party to be charged thereby. Any notices permitted or required by this Lease will be in writing and mailed by certified mail or hand delivered, addressed to the respective addresses of the parties. All claims, actions or suits arising out of the Lease will be litigated in courts in either the State of Georgia or in the state of Franchisee's principal place of business. Each party hereby consents to the jurisdiction of any local, state or federal court located within the State of Georgia and/or the state of Franchisee's principal place of business and designates the Secretary of State of the State as its agent for service of process. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA. Time is of the essence to each and all of the provisions of this Lease.

Classified - Confidential

EXHIBIT K-3 TO THE DISCLOSURE DOCUMENT

Botrista Franchisee Participation Agreement

FRANCHISEE PARTICIPATION AGREEMENT

THIS FRANCHISEE PARTICIPATION AGREEMENT ("Agreement") is entered effective as of _____, 2021 (the "Effective Date") by and between Botrista Technology, Inc., a Delaware company having its principal place of business at 2686 Middlefield Road, Suite G, Redwood City, CA 94063 USA ("Botrista"), and _____, a _____ corporation having its principal offices at _____ ("Franchisee").

RECITAL

WHEREAS, Franchisee is a franchisee of The Halal Guys Franchise Inc., a New Jersey corporation having its principal offices at 26-44 Borough Pl, Flushing, NY 11377 ("Franchisor");

WHEREAS, Franchisee owns one or more franchised restaurants licensed from Franchisor;

WHEREAS, Botrista offers one or more sophisticated equipment offerings for making craft beverages from ingredients;

WHEREAS, Botrista and Franchisee wish to establish a relationship whereby Botrista will lend the Equipment to Franchisee free of charge, and the Franchisee will purchase Consumables from Botrista in order to make Freshly-Blended Craft Beverages;

ACCORDINGLY, the Parties hereby agree as follows:

1. Definitions.
    a. "Competitive Products" means all Freshly-Blended Craft Beverages which are not Botrista Products.

    b. "Concessionaire" means any current or future third-party food service provider(s) under agreement(s) with one or more Franchisee at the Restaurants that directly or indirectly relate to the service of Craft Beverages.

    c. "Consumables" means any ingredients for making the Freshly-Blended Craft Beverages in the Equipment.

    d. "Freshly-Blended Craft Beverages" means all craft beverages (e.g., any beverage that requires mixing or blending at the Restaurant), whether or not such beverages (i) contain nutritive, food, or diary ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (e.g., coffee), herbs (e.g., tea), concentrates, cups, pods, and all other beverage bases from which beverages can be made are deemed to be included in this definition. "Freshly-Blended Craft Beverage" or "Freshly-Blended Craft Beverages" shall not include fresh-brewed unbranded coffee, fresh-brewed unbranded tea products, branded soda drinks (e.g., Coca-Cola and Pepsi),

unflavored dairy products, water drawn from the public water supply, or unbranded juice squeezed fresh at the Restaurant.

e. "Products" means Freshly-Blended Craft Beverage mixed, blended or crafted on-premise from Consumables purchased directly from Botrista and its designated suppliers and through equipment and/or automated machines provided by Botrista.

f. "Restaurant" means all current and future locations/sites of Franchisee, including all currently existing and future buildings, and includes, without limitation, the grounds, all vending and concession areas, sidelines, benches and locker rooms, branded and unbranded food service outlets, and dining facilities.

2. Equipment.

a. Botrista will loan to each Restaurant of Franchisee at no cost that signs up on or before March 31, 2022 (the "Free Equipment Offer"), the equipment reasonably required and as mutually agreed upon to mix, blend, craft and ultimately dispense Freshly-Blended Craft Beverages at the Restaurants ("Equipment").

b. For the avoidance of doubt, Botrista represents, covenants and warranties that it shall be solely and exclusively liable for any and all tax and other government filings or payments that may be necessary in connection with the Equipment and shall take such steps as may be necessary to comply with any and all such laws, rules and regulations regarding same; and acknowledges and agrees that neither Franchisor, the Franchisees nor the Accounts will have any such responsibility or liability in connection with same.

c. Each Franchisee Restaurant will provide the necessary utilities (water, electricity, drain, etc.) at the respective Restaurants at its own expense. Botrista shall provide Equipment maintenance for two years (excluding lost or abused parts or damages outside of normal wear and tear, which is included).

3. Consumable Rights.

a. Franchisee hereby grants to Botrista the right to sell or distribute Consumables at Franchisee's Restaurants in order to make the Freshly-Blended Craft Beverages pursuant to this Agreement, whereby Franchisee shall purchase such Consumables directly from Botrista and its designated suppliers (the "Consumable Rights"). Franchisee shall not sell or allow Competitive Products to be sold, dispensed, sampled, or served anywhere at its Restaurants.

4. Limitations of this Agreement.

For the avoidance of doubt, Botrista understands and acknowledges that Franchisee has entered into an exclusive beverage agreement with Coca-Cola (the "Coke Agreement"), which agreement covers the purchase and sale of "Bottle/Can Beverages" (i.e., beverages

in pre-packaged, ready to drink form in bottles cans or other factory-sealed containers) and "Fountain Beverages" (i.e., including beverages served through dispensers and any carbonated beverages that aren't bottle/can beverages). Botrista hereby represents and warrants that any beverages purchased from Coca-Cola in connection with the Coke Agreement shall not constitute a "Competitive Product" (as defined in Section 1(f) above) for purposes of this Agreement. In the event that Coca-Cola advises Franchisee that this Agreement and/or one or more certain Product(s) provided under this Agreement is violation of the Coke Agreement, Franchisee shall have the right to terminate this Agreement and/or one or more of the Product(s) that Coca-Cola determines violate the Coke Agreement, as applicable, immediately upon notice to Botrista without any penalty or damages imposed or sought by Botrista.

5. Advertising Rights.

   a. Franchisee shall list the Freshly-Blended Craft Beverages on its menu and menu boards at the Restaurants and its respective online digital menu platforms (if any) (e.g. website). Further, Franchisee shall deploy advertising campaigns developed by Franchisor and Botrista in accordance with the mutually agreed joint business plan.

   b. In connection with Section 5(a) above, Franchisee shall display Freshly-Blended Craft Beverages advertisements (to be provided by Botrista at its sole cost and expense) at its Restaurants.

   c. Franchisee agrees that only Consumables and other designated and/or approved materials and products may be placed inside of the Equipment and that no non-Botrista equipment may be used to make the Freshly-Blended Craft Beverages.

6. Consideration.

   a. Security Deposit. Botrista waives the equipment security deposit for The Halal Guys Franchisees (note: normally chain restaurant franchises would have to pay Botrista a $2500 deposit fee).

   b. One Time Setup Charge. Franchisee agrees to pay a one-time setup charge in the amount of $1700 per Restaurant. The Setup Charge covers machine delivery, installation, setup, and 1 set of BIB for employee training. (Franchisee is responsible for plumbing and electrical work.)

   c. Pricing. Franchisee agrees to purchase Consumables from Botrista in accordance with the price schedule attached hereto as Exhibit A. Botrista may modify pricing from time to time as mutually agreed with Franchisor in writing.

   d. Ordering. Franchisee may order Consumables in accordance with the ordering schedules provided by Botrista and the Consumables will be timely delivered in accordance with the corresponding delivery schedule.

   e. Invoicing and Payment. Botrista shall invoice Franchisee on a monthly basis and Franchisee shall pay such invoice within thirty (30) days from the date of the

invoice. Interest shall accrue on any late payments at the rate of 1.5% per month.

f. Automatic Payment Discounts. Botrista will provide Franchisee a 5% Discount for automatic payments made on per cup pricing or a discounted Bag-In-Box pricing in the Exhibit A.

7. Covenants. Botrista and Franchisee further agree as follows:

a. Business Plan. Franchisee agrees to follow the joint business plan adopted by Botrista and Franchisor for (i) the rapid adoption and sales of the Consumables, Freshly-Blended Craft Beverages, Products, and Equipment; (ii) promotion of the Freshly-Blended Craft Beverages; (iii) on-premise awareness of the Freshly-Blended Craft Beverages; (iv) a franchise-wide roll out schedule and plan, and (v) further awareness of the Franchisor's brand. Franchisee and Botrista shall use its respective best efforts to implement and execute the joint business plan on schedule.

b. POS Integration. If Franchisor elects to participate in this program, Botrista shall make available to Franchisee, and at Franchisee's option, implement a point-of-sale system at the corporate level to monitor the sale of the Consumables and Freshly-Blended Craft Beverages by the Restaurants. If Franchisee elects to opt-in to this process, Franchisee will share and integrate such POS information with Botrista's computer system and made such reports available on a weekly basis. For the avoidance of doubt, Franchisee shall not be required to participate in or implement this point-of-sale system or integration.

c. Botrista May Access Machine Usage Data. Franchisee acknowledges that the Equipment will automatically collect machine usage information (including, but not limited to, operating data of the Equipment) (such information, "Machine Usage Data"). Franchisee acknowledges and agrees that Botrista may use the Machine Usage Data to analyze the usage of the Equipment, improve the Equipment and user experience, develop new products and services, and provide training. The Machine Usage Data may be transmitted for the foregoing purposes to Botrista's affiliates and other third parties, including but not limited to Botrista's manufacturers, distributors, and other business partners.

d. Insights. Botrista will provide insights to seasonal beverage trend and menu suggestions on an on-going basis.

e. Operational Support. Franchisee shall follow all operational procedures provided by Botrista, including, without limitation, operating the craft beverage mixing machine, routine cleaning, refilling, and staff training. The user manual and training guidelines shall be provided by Botrista. Botrista shall certify assigned Franchisee personnel in a train-the-trainer program whereas Franchisee will have the ability to assign operations and training leadership teams to be able to manage basic operations and troubleshooting of the Botrista machine.

f. Relocating the Equipment. Franchisee shall not relocate the Equipment without the written authorization of Botrista.

g. Maintenance.
   i. Botrista shall maintain the Equipment free of charge for a period of two years from the Effective Date ("Maintenance Period"). During the Maintenance Period, in the event that the Equipment is unable to produce Freshly-Brewed Craft Beverages . Botrista shall provide service to the Equipment-at-issue within 36 hours from the time of notice if the Restaurant is in a metropolitan area or within 72 hours from the time of notice if the Restaurant is in a non-metropolitan area.
   ii. Botrista will provide support via phone and email during regular business hours in the designated time zone. Franchisee agrees that all maintenance shall be performed by service providers authorized by Botrista.
   iii. Franchisee will follow the operational guidelines provided by Botrista which include drink production, regular cleaning and sanitation of equipment, and all other operational training.
   iv. During the Term of this Agreement, Franchisee shall not purchase Consumables from any third party other than Botrista or a Botrista approved distributor. Franchisee agrees that it shall not purchase any third-party ingredients, consumables and/or materials for use with the Equipment.
   v. Notwithstanding the above, maintenance shall not cover any loss or damage to the Equipment arising from or in connection with (i) human error or willful misconduct (including, without limitation, damages arising from disassembly of the Equipment by any persons other than those authorized by Botrista; failure to operate the Equipment pursuant to the provided instructions; subjecting the Equipment to falls, bumps, water damage; operating the Equipment under inappropriate conditions, such high humidity or temperature) or (ii) unauthorized disassembly, repair, augmentation, modification to the Equipment (including to any software thereof).

h. Right of First Refusal. In the event Franchisee is offered by a third-party a craft beverage that is not then being offered by Botrista and Franchisee desires to make such third-party craft beverage available at its Restaurants, Franchisee shall first notify Botrista. Such notice shall describe the nature of the offer, and Botrista shall have thirty (30) calendar days to respond to the written notice (the "Response Period"). Botrista may during the Response Period offer a competing beverage to Franchisee and if Franchisee believes that such competing beverage is substantially similar to the third-party craft beverage offered, then Franchisee shall decline the third-party offer. If Botrista does not offer a competing beverage that

Franchisee believes is substantially similar to the third-party craft beverage offered during the Response Period, Franchisee is free to engage such third-party for the specific beverage offered.

i. Nutrition & Allergen Information. Botrista agrees to provide Franchisee with full, accurate and complete nutrition and allergen information, as well as any and all other information as may be necessary or advisable (in Franchisor's reasonable business judgment) in order to comply with applicable law and to conform to such information provided for other menu items, which Botrista understands, acknowledges and agrees that Franchisee shall rely upon and use to display and publish on its website, menus and/or other materials bearing such information for other menu items. Botrista represents and warrants that any and all such information shall be full, accurate and complete.

j. Authorization Limitations and Restrictions. Whether directly or indirectly, Franchisee shall not, and shall not permit any other Person to, access or use the Equipment except as expressly permitted by this Agreement. Franchisee covenants to use the Equipment strictly for the purpose of preparing beverages pursuant to Botrista's Equipment Usage Guidelines. For purposes of clarity and without limiting the generality of the foregoing, Franchisee shall not, except as this Agreement expressly permits: (i) use the Equipment other than at the location designated for such Equipment; (ii) copy, modify or create derivative works or improvements of the Equipment; (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Equipment to any third party; (iv) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the software, in whole or in part; (v) replace any parts (expendable or otherwise) of the Equipment with those other than expressly approved by Botrista; (vi) tamper, modify, manipulate, or enable the tampering, modification or manipulation of the Machine Usage Data; (vii) bypass or breach any security device or protection used by the software, services or Equipment; (viii) input, upload, transmit or otherwise provide to or through the services or Equipment, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code; (ix) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the services, Equipment or Botrista's provision of services to any third-party, in whole or in part; (x) remove, delete, alter or obscure any serial numbers, tags, markings, trademarks, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any software or Equipment, including any copy thereof; (xi) access or use the software, services or Equipment in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law; and (xii) otherwise access or use the services or Equipment beyond the scope of the authorization granted under this Agreement.

k. Reservation of Rights. Nothing in this Agreement grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating

to, the services, Equipment or software, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the services, the Equipment and the software are and will remain with Botrista and the respective rights holders in the software. "Intellectual Property Rights" as used herein means registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

8. Term and Termination.

a. Term. The term of this Agreement shall begin on the Effective Date and shall continue for a period that is the lesser of (i) three and one-half (3.5) years or the termination or expiration of Master Service Agreement by and between the Franchisor and Botrista (the "Initial Term"). Thereafter, this Agreement shall automatically renew for additional two (2) year periods (the "Renewal Term", together with the Initial Term, the "Term"), unless either party provides a written notice of termination to the other party at least thirty (30) days prior to the expiration of the respective Term; provided that this Agreement shall expire or terminate when the Master Service Agreement by and between the Franchisor and Botrista expires or terminates.

b. Limited Termination Rights. Notwithstanding anything to the contrary in this Agreement, (i) either party may terminate this Agreement upon 30 days' notice if the other party materially breaches any of the terms or conditions of this Agreement and such breach remains uncured 30 days after written notice, (ii) either party may terminate this Agreement if the other party becomes the subject of any voluntary proceedings under any bankruptcy or insolvency laws, or becomes the subject of any involuntary proceedings under any bankruptcy or insolvency laws which are not dismissed or withdrawn within 60 days after filing, (iii) Franchisee may terminate this Agreement and/or one or more certain Product(s) provided under this Agreement if Coca-Cola determines that this Agreement and/or one or more certain Product(s) violate the Coke Agreement (as described in more detail in Section 4 above)(iv) Franchisee may terminate this Agreement if Botrista misuses Franchisor's Trademarks, misuses the restrictions on advertising and promotion, and/or (v) Franchisee determines in its reasonable business judgment that the continued use of the Botrista Equipment and/or the use, offer and/or sale of the Consumables or Craft Beverages represents a danger to public health or safety. Any termination rights set forth in this Section shall be in addition to any other remedies the parties may have available to them at law or in equity.

c. Effect of Expiration and/or Termination. Upon expiration and/or the sooner termination of this Agreement:

(i) Upon termination of this Agreement, Franchisee shall promptly pay to Botrista any unpaid Fees due and payable to Botrista as of the effective date of such termination.

(ii) Franchisee shall immediately surrender the Equipment to Botrista, at Botrista's sole cost and expense, in good condition and working order, ordinary wear and tear excepted, as it was at the time of installation of the Equipment. Franchisee shall be responsible for any damages to the Equipment and shall be responsible for returning the Equipment to Botrista, at Botrista's cost and expense (including shipping charges); provided, however, that if this Agreement is terminated due a material breach by Franchisee, Franchisee shall pay for the expenses and shipping charges for returning the Equipment to Botrista.

d. Survival. Sections 1, 6(e), 7(d), 8, 9, 10, 11 and 12 will remain in force after any termination or expiration of this Agreement.

9. Indemnification and Insurance.
   a. During the Term of this Agreement, Botrista agrees to procure and maintain in force, at its sole cost and expense, and all customary and prudent insurance coverage, including: (i) Workers' Compensation Insurance as required by law; (ii) Commercial General Liability insurance with limits of at least $1,000,000 per occurrence for any bodily injury and/ or property damage claims, personal and advertising injury or products and completed operations liability; (iii) Automobile Liability Insurance with a $1,000,000 combined single limit per each accident covering all owned, non-owned and hired vehicles; and (iv) umbrella liability insurance with limits of at least $2,000,000 per occurrence providing excess coverage over all limits and coverages noted above.

   b. To the fullest extent permitted by law, Botrista expressly agrees to indemnify, defend and hold harmless the Franchisee and its respective officers, directors and employees harmless from and against any and all claims, citations, penalties or other loss arising out of any violation of any law, rule, regulation or order, and from any and all third party claims or liabilities, including reasonable attorneys' fees (collectively, "Losses"), for loss, damage or injury to persons or property of whatever kind or nature arising or related, directly or indirectly, from the Equipment, Consumables, Freshly-Blended Craft Beverages and/or Products; as a result of Botrista's gross negligence, material omissions or willful misconduct; any allegation that Botrista has infringed a copyright, patent, trade secret, trademark or any other propriety right of a third-party in connection with the Equipment, Consumables, Freshly-Blended Craft Beverages and/or Products and/or services provided under this Agreement; any claim brought by Coca-Cola against Franchisor, its affiliates and/or the Franchisees for violating the Coke Agreement by entering into this Agreement; and/or Botrista's breach of any of its representations or warranties.

10. Limitation of Liability.
    a. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD-PARTY FOR ANY LOSS OF DATA, USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL,

SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. NOTWITHSTANDING OTHER PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT (EXCLUDING NON-PAYMENT OF REBATES), TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE GREATER OF THE TOTAL OF THE AMOUNTS FRANCHISEE PAID TO BOTRISTA PURSUANT TO THIS AGREEMENT WITHIN THE SIX (6) MONTH PERIOD PRIOR TO THE DATE ON WHICH THE CLAIM AROSE OR $25,000.00.

11. Confidentiality. During the Term and for additional one year period thereafter, the parties shall keep the terms of this Agreement confidential. Notwithstanding the foregoing, Botrista understands, acknowledges and agrees that Franchisor may disclose the existence of this Agreement, the rebate paid under this Agreement, and/or a copy of the Franchisee Participation Agreement in its Franchise Disclosure Document.

12. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules"). The award rendered by the arbitrator shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. The place of arbitration shall be Santa Clara County, California, unless Franchisor is a party to the arbitration, in which case the place of arbitration shall be New York, New York. The arbitration shall be conducted and the award shall be rendered in the English language.

13. Miscellaneous. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by the laws of Delaware, without reference to its conflict of law provisions. Each party hereto represents, warrants, and agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to full perform its obligations hereunder. This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the parties. In the event of conflict between the terms of this Agreement and the terms of an Exhibit hereto, the terms of the Exhibit shall govern. This Agreement may only

be modified by a written document executed by the parties hereto. Neither party may assign this Agreement without the prior written consent of the other party, not to be unreasonably withheld (for the avoidance of doubt, it would be reasonable for a party to withhold their consent in connection with an assignment to a competitor of such party or an assignment to a competitor of an exclusive supplier of such party).

Executed effective as of the date first set forth above.

BOTRISTA:	FRANCHISEE:
Botrista Technology Inc.	_____
By: _____	By: _____
Sean Hsu	Name: _____
President/CEO	Title: _____

EXHIBIT A – DRINK MENU PRICING

The Botrista Craft Beverage Program provides a variety of craft beverages options. The menu, recipe, and pricing below are subject to revision based on the menu selection or seasonal ingredients production. Additional consumables will be available at request of Franchisee, the pricing will be reflected on the monthly invoice. Botrista will waive low usage reconciliation of $280.00/month for the first three months after the Effective Date and thereafter while Franchisee continues to purchase more than 12 BIB per month

Ingredient	MSRP Price
Passion Fruit	$83
Mango	$87
Lychee	$81
Hibiscus	$78
Pomegranate	$74
Cranberry	$74
Mint	$98
Cane Sugar	$86
Black Tea	$54
Lemonade	$78
Oat Milk	$55

EXHIBIT L TO THE DISCLOSURE DOCUMENT
STATE EFFECTIVE DATE PAGE

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:

State	Effective
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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 M

RECEIPTS

RECEIPT
(KEEP THIS COPY FOR YOUR RECORDS)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If The Halal Guys Franchise Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an Affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan, Oregon and Wisconsin require 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 The Halal Guys Franchise Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit I.

The franchisor is The Halal Guys Franchise Inc., located 26-44 Borough Place, Flushing, New York 11377. Its telephone number is 347-527-1505.

Issuance date: April 27, 2022

The name, principal business address and telephone number of our primary franchise seller offering the franchise is as follows: FranSmart, LLC, 105 Oronoco Street #200, Alexandria, VA 22314, (703) 537-5396; and each other franchise seller offering the franchise is as follows:_____
_____.

The Halal Guys Franchise Inc. authorizes the agents listed in Exhibit I to receive service of process for it.

I have received a disclosure document dated April 27, 2022 that included the following Exhibits:

A – Financial Statements	G – Multi-State Addendum
B – Franchise Agreement	H – Franchisee Disclosure Acknowledgment Statement
C – Multi-Unit Development Agreement	I – List of State Administrators/Agents for Service of Process
D – List of Franchisees and Multi-Unit Operators	J – Form of General Release
E – Franchisees and Multi-Unit Operators Who Have Left the System	K – Third Party Agreements
F – Table of Contents of Confidential Operations Manual	L – State Effective Dates Page
	M – Receipts

Date:_____ _____
(Do not leave blank) Signature of Prospective Franchisee

_____
Print Name

You may return the signed receipt either by signing, dating and mailing it to The Halal Guys Franchise Inc. at 26-44 Borough Place, Flushing, New York 11377 or by emailing a copy of the signed and dated receipt to The Halal Guys Franchise Inc. at info@thehalalguysny.com.

RECEIPT
(RETURN THIS COPY TO US)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If The Halal Guys Franchise Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an Affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan, Oregon and Wisconsin require 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 The Halal Guys Franchise Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit I.

The franchisor is The Halal Guys Franchise Inc., located 26-44 Borough Place, Flushing, New York 11377. Its telephone number is 347-527-1505.

Issuance date: April 27, 2022

The name, principal business address and telephone number of our primary franchise seller offering the franchise is as follows: FranSmart, LLC, 105 Oronoco Street #200, Alexandria, VA 22314, (703) 537-5396; and each other seller offering the franchise is as follows:_____

_____

The Halal Guys Franchise Inc. authorizes the agents listed in Exhibit I to receive service of process for it.

I have received a disclosure document dated April 27, 2022 that included the following Exhibits:

A – Financial Statements	G – Multi-State Addendum
B – Franchise Agreement	H – Franchisee Disclosure Acknowledgment Statement
C – Multi-Unit Development Agreement	I – List of State Administrators/Agents for Service of Process
D – List of Franchisees and Multi-Unit Operators	J – Form of General Release
E – Franchisees and Multi-Unit Operators Who Have Left the System	K – Third Party Agreements
F – Table of Contents of Confidential Operations Manual	L – State Effective Dates Page
	M – Receipts

Date:_____ _____
(Do not leave blank) Signature of Prospective Franchisee

_____
Print Name

You may return the signed receipt either by signing, dating and mailing it to The Halal Guys Franchise Inc. at 26-44 Borough Place, Flushing, New York 11377 or by emailing a copy of the signed and dated receipt to The Halal Guys Franchise Inc. at info@thehalalguysny.com.